

### STATEMENT OF FIRE PROTECTION ENGINEER (FPE)

I hereby attest that I have performed a full inspection of the subject premises; and that the above information is complete and accurate to the best of my knowledge. I have initialed at the bottom of each page in the space marked "FPE". My official stamp, professional license information, and signature are affixed below.

I HAVE INCLUDED FINDINGS, RECOMMENDED CORRECTIVE ACTION, AND MADE SPECIFIC REFERENCES TO THE APPLICABLE CODE SECTIONS AS AN ATTACHMENT TO THIS REPORT. SUCH FINDINGS SPECIFICALLY IDENTIFY INSTANCES WHERE THE BUILDING DOES NOT COMPLY WITH THE SPECIFIED CRITERIA, AND RECOMMENDATIONS HAVE BEEN MADE IN ORDER TO RECTIFY THE SITUATION AND ASSURE SUBSTANTIAL COMPLIANCE OF THE BUILDING TO ALL APPLICABLE CRITERIA.

(IF NO DEFICIENCIES WERE IDENTIFIED, DURING THE SURVEY, PLEASE EXPLICITLY STATE SO IN THE FINDINGS AND RECOMMENDATIONS PORTION OF THE REPORT)

Signature: (b) (6) Date: October 7, 2009

Printed Name: Mark A. Lentocha, P.E.

Name of Firm: Schlirmer Engineering Corp., 6305 Ivy Lane, Suite 220, Greenbelt, MD Phone #: (301) 220-1212

License Number: 16642

Stamp Here:



### OFFEROR'S STATEMENT OF CORRECTION

In the event any of the offered space does not meet the above criteria, the offeror shall attach a sheet describing the exact nature of the deficiency, and the offeror shall attest below that all work required to bring the offered space into full compliance with all applicable criteria will be completed at the offeror's sole cost and expense prior to the Government's acceptance of the offered space under the terms of any prospective lease agreement.

NOTE: SURVEYS SUBMITTED WITHOUT THE FPE'S FINDINGS, RECOMMENDED CORRECTIVE ACTIONS AND CODE REFERENCES WILL BE RETURNED WITHOUT REVIEW BY THE GSA FIRE PROTECTION ENGINEERING OFFICE.

Signature: (b) (6) Date: 10/9/09

Printed Name: Tracy S. Harris

Title: CEO & V.P. Admin

Name of Firm: The American Institute of Architects

BUILDING NAME: American Institute of Architects

BUILDING ADDRESS: 1735 New York Avenue, NW, Washington, DC

DATE OF SURVEY: October 5, 2009

SOLICITATION FOR OFFERS ATTACHMENT #4 INITIAL OF: LESSOR MA FPE MAL GOVT [Signature]


REV: 04/04 13 of 13

**Rider #2**  
**Lease No. GS-11B-'02161**  
**Fire Protection/Life Safety and Accessibility**

Lessor shall ensure and provide as necessary at Lessor expense, all Fire Safety improvements per paragraphs 8.2, 8.3, and 8.4 of the SFO. Any improvements must be made prior to the Government's acceptance of space. Without limiting anything contained in paragraphs 8.2, 8.3 or 8.4 of the SFO, and prior to Government acceptance of the leased premises, Lessor shall:

- Conduct a test of the fire booster pump to confirm that it is only performing at 59% of its rated pressure. If these results are confirmed, then the cause of the poor pump performance should be investigated and corrected per NFPA 25:8.3.5.4.
- Repair and seal the holes and gaps in several of the electrical rooms on each room around the penetrations in the floors, ceilings, or walls. Also, many of the allowed penetrations in the stairs had gaps. These holes and gaps should be repaired and sealed with UL listed firestopping materials in all penetrations in the electrical closets in the building per IPMC 703.1.
- Provide the 1½ -hour fire-resistance-rated doors leading into the main electric room on the lower level with door closers and keep them closed at all times. If the door must be kept open, it should be provided with a magnetic door holder that is connected to the fire alarm system. Upon fire alarm activation, this door holder would release the door. Also, a door closer with an integrated fusible link release can be used to hold open the door per IBC 715.4.
- Remove the paint covering several of the UL labels on fire-resistance-rated doors leading into the stairwells so that the fire-resistance ratings can be verified per IBC 715.4.
- Run the diesel fire booster pump weekly for at least 30 minutes per NFPA 25:8.3.1.3.
- Test the elevators and provide elevator recall to the alternate level when the primary level detectors, Floors 1 & 2, activate per ANSI A17.1 and NFPA 72.
- Outfit the leased premises with fire alarm initiating and occupant notification appliances in accordance with the applicable provisions of the 2006 version of the IBC and NFPA 72.

Nothing in this Rider #2 shall be deemed a waiver or release of any obligation of the Lessor pursuant to paragraphs 8.2, 8.3 and 8.4 of the SFO. Nor shall this Rider #2 relieve Lessor from any other obligations it may have in this lease for future alteration, maintenance, repairs, replacements and/or other improvements, whether at Lessor's cost or at the Government's cost.

LESSOR CMc GOV'T 

**Rider #3**  
**Lease No. GS-11B-: 02161**  
**Security Requirements**

Notwithstanding anything to the contrary in Section 9.0 of the SFO ("Security Standards") or elsewhere in this lease:

Lessor shall comply with the requirements for a Level III facility solely as set forth in the following of the SFO: Sections 9.2 through 9.5, Section 9.6 (except that the words "approved by the Government, preferably by the development of an access list and controlled copy numbering" shall be deemed deleted from said Section), Sections 9.7 and 9.8, Section 9.10, Section 9.11 (except that any such additional security measures shall be subject to the prior written approval of Lessor, not to be unreasonably withheld, conditioned or delayed), Section 9.12 (except that employees and others who perform repairs or alterations in the Government's space on a one-time basis shall not be covered by this Section, and except that references to "employees" throughout this Section shall only be deemed to apply only to employees and others who are specifically covered by this Section), Sections 9.18 through 9.21, Section 9.24 (except that this Section shall apply only to outdoor air intakes for ventilation within the Government's space), Sections 9.26 and 9.27, Section 9.28.B, and Section 9.29 (except that any CCTV coverage shall be solely within the Government's space, around the building perimeter, in the parking garage and in the loading dock), Section 9.30 (except that any such postings shall be solely within the Government's space), Section 9.31 and Section 9.32 (except that any such temporary security upgrades shall be with the Lessor's approval, not to be unreasonably withheld, conditioned or delayed).

The Government shall pay for all items designated as "TENANT IMPROVEMENT" in the titles of any such sections or as otherwise provided in such sections to be at the Government's expense or to be provided, operated and maintained by the Government. The Lessor shall pay for such items not designated as "TENANT IMPROVEMENT" in the titles of such sections or not otherwise provided in such sections to be at the Government's expense or to be provided, operated and maintained by the Government. Additionally, the following items shall also be deemed "TENANT IMPROVEMENT" for the purposes of this lease: Section 9.5(B), Section 9.11, Sections 9.18 through 9.21, Section 9.29, Section 9.30 and Section 9.32. Any improvements must be made prior to the Government's acceptance of space.

Furthermore,

- The Lessor shall provide, at its expense, shatter-resistant window film per SFO Section 9.31
- Notwithstanding anything in the SFO or SF-2 to the contrary, the Lessor shall NOT be required to install x-ray equipment, magnetometers or a guard desk / I.D. checkpoint in the building lobby pursuant to this lease.

Any work or alterations in, on or to the roof of the building, the exterior of the building or any outdoor space appurtenant to the building shall be subject to the prior written consent of Lessor and to the obtaining of all required zoning and municipal approvals for such work or alterations (the "Approvals"). The Government shall reimburse Lessor for all reasonable costs of obtaining Approvals (including without limitation reasonable attorney's fees and consultant's fees and disbursements) within thirty (30) days after receipt of Lessor's reasonably detailed invoices therefore. Lessor shall use commercially reasonable efforts to obtain Approvals. The Government shall reasonably cooperate with Lessor's efforts to obtain Approvals.

Except as otherwise specifically mentioned herein, nothing in this Rider #3 shall be deemed a waiver or release of any obligation of the Lessor pursuant to the Lease (including the SFO and attachments). In other words, the listing of or identification of specific items of work in this Rider #3 shall not be construed as a limitation on items of work for which the Lessor is responsible as may otherwise be required by the Lease (including the SFO and attachments).

**RIDER 1 TO SF2**  
**Lease No. GS-11B- 02161**

**A. Exculpation**

Anything elsewhere in the lease to the contrary notwithstanding, the Government shall look solely to the estate and the property of the Lessor in the leased premises and in this lease for the satisfaction of the Government's remedies for the collection of a judgment (or other judicial process) requiring the payment of money by the Lessor in the event of any default by the Lessor hereunder, and no other property or assets of Lessor or any partner, member, shareholder, officer or director thereof, disclosed or undisclosed, shall be subject to levy, execution, or other enforcement procedure for the satisfaction of the Government's remedies under or with respect to the lease, the relationship of Lessor and the Government hereunder, or the Government's use or occupancy of the leased premises.

**B. End of Term**

When the Government vacates the premises, it will surrender to the Lessor the leased premises, broom clean, in good order and condition, ordinary wear and damage from fire or other casualty not occasioned by the fault or negligence of the Government and the Government's employees excepted, and the Government shall remove all of its personal property. The Government's obligation to perform this covenant shall survive the expiration or other termination of the lease. However, nothing herein shall be construed to in any way to waive any rights of the Government as sovereign.

**C. Transfer of Lessor's Interest in Building**

If, during the term of the lease the Lessor's interest in the leased premises is transferred to another party either by sale, foreclosure, condemnation or other transaction, the Lessor shall promptly notify the Contracting Officer of said transfer. The following information shall accompany this notification:

- a) a novation agreement prepared in strict accordance with Section 42.1204 (e) of the Federal Acquisition Regulations, executed by both the Transferor and Transferee, along with copies of all documents required by Section 42.1204 (c) of the Federal Acquisition Regulations.
- b) a certified copy of the instrument transferring Lessor's interest in the leased premises from the Lessor to the new owner.
- c) a letter from the new owner assuming, approving, and agreeing to be bound by the terms of this Lease. Upon the Government's receipt of said letter, the Lessor shall be deemed released from all obligations accruing hereunder after the effective date of the transfer.
- d) a letter from the Lessor waiving all rights under the lease against the Government up to the effective date of the transfer, provided that the Government is current on rent and all other obligations under the lease. Lessor acknowledges that the Government pays rent one month in arrears.
- e) the new owner's taxpayer identification number or Social Security number.

- f) the new owner's full legal name. If a corporation, including the state of incorporation. If a partnership, listing all partners fully. If a limited partnership, listing all general partners and identifying the state in which the limited partnership has been created. If a realty trust, providing the names of all trustees and the recording date of the trust. If a limited liability company, listing all managing members and identifying the state in which the limited liability company has been created.
- g) proof of signing authority of both Transferor and Transferee.

#### **D. Brokerage**

Lessor and the Government each represents and warrants to the other that it has not dealt with any real estate broker, finder or like agent in connection with this transaction other than The Ezra Company and Cushman and Wakefield, Inc. (collectively, the "Broker").

#### **E. Attornment**

(a) Notwithstanding anything to the contrary in this lease, in the event of any sale of the leased premises or any portion thereof by foreclosure of the lien of any such mortgage, deed of trust or other security instrument, or the giving of a deed in lieu of foreclosure, the Government will be deemed to have attorned to any purchaser, purchasers, transferee or transferees of the leased premises or any portion thereof and its or their successors and assigns, and any such purchasers and transferees will be deemed to have assumed all obligations of the Lessor under this lease, so as to establish direct privity of estate and contract between the Government and such purchasers or transferees, with the same force, effect and relative priority in time and right as if the lease had initially been entered into between such purchasers or transferees and the Government provided, that such purchaser or transferee shall not be (1) liable for any act or omission of any prior lessor except for repair obligations of a continuing nature, or (2) subject to any offsets or defenses that the Government may have against any prior lessor unless specifically provided for in this lease, or (3) bound by any rent or additional rent paid more than one month in advance, or (4) bound by any material amendment or modification of the lease made without the then mortgagee's prior written consent, such consent not to be unreasonably withheld, conditioned or delayed, and provided that Lessor shall have duly notified such mortgagee of any such proposed material amendment or modification, and provided an appropriate novation agreement in strict accordance with Section 42.1204 (c) of the Federal Acquisition Regulations has been executed by all parties.

(b) The Government agrees that upon any termination during the term of this lease of that certain master lease, dated as of October \_\_\_\_, 2009, between The American Institute of Architects, as Landlord, and 1735 NY Ave., LLC, as Tenant, it shall attorn to the landlord thereunder (the "Underlying Landlord") and at the request of the Underlying Landlord shall enter into a direct lease with the Underlying Landlord on terms identical to those contained herein for the balance of the unexpired term of this lease.

(c) None of the foregoing provisions may be deemed or construed to imply a waiver of the Government's rights as a sovereign.

**F. Building Renovations During Term**

The Government acknowledges that during the term of this lease Lessor may renovate the exterior courtyard and/or the first and second floor(s) of the building. No such renovations shall affect the functionality of building systems serving the leased premises or require work to be performed within the leased premises, in either case other than to a de minimis extent.

**G. Proposals for Adjustment; Changes**

Lessor acknowledges that initial fit-out of the leased premises for the Government's occupancy may occur in two phases over the first 24-36 months of the term of this lease and may cost up to two million dollars (\$2,000,000) in the aggregate. Lessor and the Government agree that notwithstanding anything to the contrary in this Rider G or elsewhere in this lease:

(a) The limitation of \$500,000 per 12 consecutive calendar months in Paragraphs 33 and 34 of the General Clauses shall not be applicable until the earlier of (i) completion of initial alterations to the leased premises costing at least two million dollars (\$2,000,000), or (ii) the third anniversary of the lease commencement date;

(b) Any and all work to be performed by Lessor on behalf of the Government in excess of \$20/BOASF in the aggregate during the term of this lease (i) shall require the prior written approval of the Board of Directors of the American Institute of Architects, and (ii) shall be paid for by the Government by means of a lump-sum adjustment (and not by an adjustment to the rent); and,

(c) Any and all work to be performed (i) in excess of \$20/BOASF in the aggregate during the first 36 months of the term of this lease, and (ii) in excess of \$100,000 in the aggregate during any period of 12 consecutive calendar months thereafter, shall be subject to the Lessor's supervision and management fee referenced in Paragraph 33(b)(7) of the General Clauses and to the interest charge referenced in Paragraph 33(b)(8) of the General Clauses.

**H. Building Shell Requirements**

Notwithstanding anything to the contrary in SFO Paragraph 1.10 or elsewhere in this lease, the Government accepts the warm lit shell condition for the leased premises in its current configuration and cosmetically existing condition and the Government will not request or be entitled to a rent credit for any warm lit-shell improvements, provided, (a) that there shall be at least one handicapped accessible bathroom on each floor of the leased premises, and (b) that Lessor shall correct any deficiencies noted on Lessor's fire and life safety evaluation for the leased premises. However, the Lessor shall be responsible for maintaining all applicable building shell elements referenced in SFO Paragraph 1.10 in good repair and tenantable condition throughout the term of this lease in accordance with the requirements of this lease. The acceptance of such items "As Existing" does not relieve the Lessor from any other obligations it

may have in this lease for future alterations, maintenance, repairs, replacements and/or other improvements, whether at Lessor's cost or at the Government's cost.

**I. General Architecture, Architectural Finishes, Mechanical, Electrical, Plumbing**

Notwithstanding anything to the contrary in SFO Paragraphs 4, 5 or 6 or elsewhere in this lease, the Government accepts the general architecture and architectural finishes of the leased premises and the mechanical, electrical and plumbing systems serving the leased premises in their current configuration and cosmetically existing condition and the Government will not request or be entitled to a rent credit for any improvements to any of the forgoing. However, the Lessor shall be responsible for maintaining all applicable general architectural elements and architectural finishes of the leased premises referenced in SFO Paragraphs 4 and 5 and all applicable mechanical, electrical and plumbing systems servicing the leased premises referenced in SFO Paragraph 6 in good repair and tenantable condition throughout the term of this lease in accordance with the requirements of this lease. The acceptance of such items "As Existing" does not relieve the Lessor from any other obligations it may have in this lease for future alterations, maintenance, repairs, replacements and/or other improvements, whether at Lessor's cost or at the Government's cost.

**J. Telecommunications**

Pursuant to Section 6.13 "Telecommunications : Local Exchange Access" of the SFO, the Government shall have the right to install up to two dish-type antennas on the roof at no additional rental. Any antennas installed pursuant to this paragraph will not be visible from the street. The Government shall be responsible for the costs of installation and shall ensure that the installation and operation of said dish are compliant with applicable codes. In the event the Government exercises this right, the parties shall execute a Supplemental Lease Agreement (SLA) detailing additional terms and conditions of this installation, which shall be subject to the reasonable mutual agreement of the Government and Lessor.

**K. Adjustment for Vacant Premises**

The following shall be deemed added to the end of SFO Paragraph 3.14(A): "by mutual agreement."



<b>REPRESENTATIONS AND CERTIFICATIONS</b> (Acquisition of Leasehold Interests in Real Property)	<b>Solicitation Number</b> 07-014	<b>Dated</b> 01/08/2009
--	--------------------------------------	----------------------------

Complete appropriate boxes, sign the form, and attach to offer.

The Offeror makes the following Representations and Certifications. NOTE: The "Offeror," as used on this form, is the owner of the property offered, not an individual or agent representing the owner.

**1. 52.219-1 - SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2002)**

- (a) (1) The North American Industry Classification System (NAICS) code for this acquisition is 531190.
- (2) The small business size standard is \$17.5 Million.
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) *Representations.*

- (1) The Offeror represents as part of its offer that it ☐ is, ☒ is not a small business concern.
- (2) [Complete only if the Offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The Offeror represents, for general statistical purposes, that it ☐ is, ☐ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.
- (3) [Complete only if the Offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The Offeror represents as part of its offer that it ☐ is, ☐ is not a women-owned small business concern.
- (4) [Complete only if the Offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The Offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.
- (5) [Complete only if the Offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.] The Offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.
- (6) [Complete only if the Offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The Offeror represents, as part of its offer, that—
- (i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and
- (ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The Offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: \_\_\_\_\_.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

INITIALS:

cm  
LESSOR

&

MAE  
GOVERNMENT

(c) **Definitions.** As used in this provision—

**"Service-disabled veteran-owned small business concern"—**

- (1) Means a small business concern—
  - (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
  - (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

**"Small business concern"** means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (a) of this provision.

**"Veteran-owned small business concern" means a small business concern—**

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

**"Women-owned small business concern" means a small business concern—**

- (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

(d) **Notice.**

- (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.
- (2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall—
  - (i) Be punished by imposition of fine, imprisonment, or both;
  - (ii) Be subject to administrative remedies, including suspension and debarment; and
  - (iii) Be ineligible for participation in programs conducted under the authority of the Act.

**2. 52.204-5 - WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (MAY 1999)**

- (a) **Definition.** "Women-owned business concern," as used in this provision, means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.
- (b) **Representation.** [Complete only if the Offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The Offeror represents that it [ ] is a women-owned business concern.

INITIALS:

Am  
LESSOR

&

[Signature]  
GOVERNMENT

**3. 52.222-22 - PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)**

(Applicable to leases over \$10,000.)

The Offeror represents that—

- (a) It ☐ has, ☒ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;
- (b) It ☐ has, ☐ has not filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards. (Approved by OMB under Control Number 1215-0072.)

**4. 52.222-26 - AFFIRMATIVE ACTION COMPLIANCE (APR 1984)**

(Applicable to leases over \$10,000 and which include the clause at FAR 52.222-26, Equal Opportunity.)

The Offeror represents that—

- (a) It ☐ has developed and has on file, ☒ has not developed and does not have on file, at each establishment affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or
- (b) It ☒ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor. (Approved by OMB under Control Number 1215-0072.)

**5. 52.203-02 - CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)**

(Applicable to leases over \$100,000 average net annual rental, including option periods.)

(a) The Offeror certifies that—

- (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;
- (2) The prices in this offer have not been and will not be knowingly disclosed by the Offeror, directly or indirectly, to any other Offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the Offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

INITIALS:

CM  
LESSOR

&

[Signature]  
GOVERNMENT

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory—

(1) Is the person in the Offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above  
Jack Evans [Insert full name of person(s) in the Offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the Offeror's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the Offeror deletes or modifies subparagraph (a)(2) above, the Offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

**6. 52.203-11 - CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991)**

(Applicable to leases over \$100,000.)

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The Offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989, —

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of a contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the Offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

INITIALS:

cm  
LESSOR

&

[Signature]  
GOVERNMENT

**7. 52.209-5 - CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001)**

(Applicable to leases over \$100,000 average net annual rental, including option periods.)

- (a) (1) The Offeror certifies, to the best of its knowledge and belief, that—
- (i) The Offeror and/or any of its Principals—
    - (A) Are ☐ are not ☒ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
    - (B) Have ☐ have not ☒, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
    - (C) Are ☐ are not ☒ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.
  - (ii) The Offeror has ☐ has not ☒, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.
- (2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

- (b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.
- (d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

INITIALS:

CM  
LESSOR

&

[Signature]  
GOVERNMENT

**8. 52.204-3 - TAXPAYER IDENTIFICATION (OCT 1998)**

**(a) Definitions.**

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the Offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the Offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

- (b) All Offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the Offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.
- (c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the Offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the Offeror's TIN.
- (d) **Taxpayer Identification Number (TIN).**

☒ TIN: (b) (4)  
TIN has been applied for.  
TIN is not required because:  
☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;  
☐ Offeror is an agency or instrumentality of a foreign government;  
☐ Offeror is an agency or instrumentality of the Federal government;  
☐ Property is owned or controlled by a common parent;

**(e) Type of organization.**

<input type="checkbox"/> Sole proprietorship;	<input type="checkbox"/> Government entity (Federal, State, or local);
<input type="checkbox"/> Partnership;	<input type="checkbox"/> Foreign government;
<input checked="" type="checkbox"/> Corporate entity (not tax-exempt);	<input type="checkbox"/> International organization per 28 CFR 1.6049-4
<input type="checkbox"/> Corporate entity (tax-exempt);	<input type="checkbox"/> Other _____

**(f) Common Parent.**

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

☒ Name and TIN of common parent:

Name The American Institute of Architects, Inc.

TIN (b) (4)

INITIALS:

CM  
LESSOR

[Signature]  
&  
GOVERNMENT

**9. 52.204-6 – Data Universal Numbering System (DUNS) Number (OCT 2003)**

- (a) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS number or "DUNS+4" that identifies the Offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet, Inc. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the Offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11) for the same parent concern.
- (b) If the Offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.
- (1) An Offeror may obtain a DUNS number—
- (i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or
  - (ii) If located outside the United States, by contacting the local Dun and Bradstreet office.
- (2) The Offeror should be prepared to provide the following information:
- (i) Company legal business name.
  - (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
  - (iii) Company physical street address, city, state and zip code.
  - (iv) Company mailing address, city, state and zip code (if separate from physical).
  - (v) Company telephone number.
  - (vi) Date the company was started.
  - (vii) Number of employees at your location.
  - (viii) Chief executive officer/key manager.
  - (ix) Line of business (industry).
  - (x) Company Headquarters name and address (reporting relationship within your entity).

**10. DUNS NUMBER PROVISION (MAY 2004)**

Notwithstanding the above instructions, in addition to inserting the DUNS Number on the offer cover page, the Offeror shall also provide its DUNS Number as part of this submission:

DUNS #

832376086

**11. CENTRAL CONTRACTOR REGISTRATION (MAY 2004)**

The Central Contractor Registration (CCR) System is a centrally located, searchable database which assists in the development, maintenance, and provision of sources for future procurements. The Offeror must be registered in the CCR prior to lease award. The Offeror shall register via the Internet at <http://www.ccr.gov>. To remain active, the Offeror/Lessor is required to update or renew its registration annually.

Registration is active. Yes ☐ No ☐ Will register ☒

OFFEROR OR AUTHORIZED REPRESENTATIVE	NAME, ADDRESS (INCLUDING ZIP CODE)	TELEPHONE NUMBER
	NAME Christine McEntee, Executive VP & CEO STREET 1735 New York Avenue, NW CITY, STATE, ZIP Washington, DC 20006  (b) (6) Signature	(202) 626-7300  10/14/09 Date

INITIALS:

CM  
LESSOR

&

[Signature]  
GOVERNMENT



QUINN EVANS  
ARCHITECTS

700 Maryland Drive, NW  
Washington, DC 20004  
202.331.1000  
www.quinnevans.com

AIA  
Headquarters

Washington, DC  
20004-2000  
202.331.1000

FIFTH  
FLOOR  
PLAN

NO.	DATE	REVISION
1	10/1/00	Initial Design
2	10/1/00	Final Design
3	10/1/00	Final Design
4	10/1/00	Final Design
5	10/1/00	Final Design
6	10/1/00	Final Design
7	10/1/00	Final Design
8	10/1/00	Final Design
9	10/1/00	Final Design
10	10/1/00	Final Design
11	10/1/00	Final Design
12	10/1/00	Final Design
13	10/1/00	Final Design
14	10/1/00	Final Design
15	10/1/00	Final Design
16	10/1/00	Final Design
17	10/1/00	Final Design
18	10/1/00	Final Design
19	10/1/00	Final Design
20	10/1/00	Final Design

NOT TO SCALE  
FOR INFORMATION ONLY  
DO NOT CONSTRUCT  
ON THIS DRAWING  
FOR ANY OTHER PROJECT

(b) (5), (b) (7)(F)

A1 FIFTH FLOOR PLAN  
20-10-10-000000

*Handwritten signature and initials* CMC





QUINN BRANES  
ARCHITECTS

1000 Pennsylvania Avenue, N.W.  
Washington, D.C. 20004  
202.462.1200  
www.quinnbranes.com

AIA  
Headquarters

Washington, DC  
20004-2000  
202.462.1200

SIXTH  
FLOOR  
PLAN

NO.	DATE	REVISION
1	10/1/00	ISSUED FOR PERMIT
2	10/1/00	ISSUED FOR PERMIT
3	10/1/00	ISSUED FOR PERMIT
4	10/1/00	ISSUED FOR PERMIT
5	10/1/00	ISSUED FOR PERMIT
6	10/1/00	ISSUED FOR PERMIT
7	10/1/00	ISSUED FOR PERMIT
8	10/1/00	ISSUED FOR PERMIT
9	10/1/00	ISSUED FOR PERMIT
10	10/1/00	ISSUED FOR PERMIT

ALL DIMENSIONS ARE IN FEET AND INCHES. DIMENSIONS ARE GIVEN TO THE CENTER OF THE WALL UNLESS OTHERWISE NOTED.

(b) (5), (b) (7)(F)

A1 SIXTH FLOOR PLAN  
10/1/00

*Handwritten signature and initials: CMc*

A1	SEVENTH FLOOR PLAN
----	--------------------

**GENERAL CLAUSES**  
(Acquisition of Leasehold Interests in Real Property)

CATEGORY	CLAUSE NO.	48 CFR REF.	CLAUSE TITLE
DEFINITIONS	1	552.270-4	Definitions (Variation)
GENERAL	2	552.270-5	Subletting and Assignment
	3	552.270-11	Successors Bound
	4	552.270-23	Subordination, Nondisturbance and Attornment
	5	552.270-24	Statement of Lease
	6	552.270-25	Substitution of Tenant Agency
	7	552.270-26	No Waiver
	8	552.270-27	Integrated Agreement
	9	552.270-28	Mutuality of Obligation
PERFORMANCE	10	552.270-17	Delivery and Condition
	11	552.270-18	Default in Delivery—Time Extensions (Variation)
	12	552.270-19	Progressive Occupancy
	13	552.270-21	Effect of Acceptance and Occupancy
	14	552.270-6	Maintenance of Building and Premises— Right of Entry (Variation)
	15	552.270-10	Failure in Performance
	16	552.270-22	Default by Lessor During the Term
	17	552.270-7	Fire and Casualty Damage
	18	552.270-8	Compliance with Applicable Law
	19	552.270-12	Alterations
	20	552.270-29	Acceptance of Space (Variation)
INSPECTION	21	552.270-9	Inspection—Right of Entry
PAYMENT	22	52.204-7	Central Contractor Registration (Variation)
	23	552.232-75	Prompt Payment
	24	552.232-76	Electronic Funds Transfer Payment (Variation)
	25	552.232-70	Invoice Requirements (Variation)
	26	52.232-23	Assignment of Claims
	27	552.270-20	Payment (Variation)
STANDARDS OF CONDUCT	28	552.203-5	Covenant Against Contingent Fees
	29	52.203-7	Anti-Kickback Procedures
	30	52.223-6	Drug-Free Workplace
ADJUSTMENTS	31	552.203-70	Price Adjustment for Illegal or Improper Activity
	32	52.215-10	Price Reduction for Defective Cost or Pricing Data
	33	552.270-13	Proposals for Adjustment
	34	552.270-14	Changes (Variation)
AUDITS	35	552.215-70	Examination of Records by GSA
	36	52.215-2	Audit and Records—Negotiation
DISPUTES	37	52.233-1	Disputes

INITIALS: CM  
LESSOR  
GENBUS/684912.5

& [Signature]  
GOVERNMENT

LABOR STANDARDS	38	52.222-26	Equal Opportunity
	39	52.222-24	Preaward On-Site Equal Opportunity Compliance Evaluation
	40	52.222-21	Prohibition of Segregated Facilities
	41	52.222-35	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans
	42	52.222-36	Affirmative Action for Workers with Disabilities
	43	52.222-37	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans
SUBCONTRACTING	44	52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment
	45	52.215-12	Subcontractor Cost or Pricing Data
	46	52.219-8	Utilization of Small Business Concerns
	47	52.219-9	Small Business Subcontracting Plan
	48	52.219-16	Liquidated Damages—Subcontracting Plan

The information collection requirements contained in this solicitation/contract, that are not required by regulation, have been approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0163.

INITIALS: CM  
LESSOR  
GENBUS/684912.5

&   
GOVERNMENT

**GENERAL CLAUSES**  
(Acquisition of Leasehold Interests in Real Property)

**1. 552.270-4 DEFINITIONS (SEP 1999) (VARIATION)**

The following terms and phrases (except as otherwise expressly provided or unless the context otherwise requires) for all purposes of this lease shall have the respective meanings hereinafter specified:

- (a) "Commencement Date" means the first day of the term.
- (b) "Contract" and "Contractor" means "Lease" and "Lessor," respectively.
- (c) "Contracting Officer" means a person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings. The term includes certain authorized representatives of the Contracting Officer acting within the limits of their authority as delegated by the Contracting Officer.
- (d) "Delivery Date" means the date specified in or determined pursuant to the provisions of this lease for delivery of the premises to the Government, improved in accordance with the provisions of this lease and substantially complete, as such date may be modified in accordance with the provisions of this lease.
- (e) "Delivery Time" means the number of days provided by this lease for delivery of the premises to the Government, as such number may be modified in accordance with the provisions of this lease.
- (f) "Excusable Delays" mean delays arising without the fault or negligence of Lessor and Lessor's subcontractors and suppliers at any tier, and shall include, without limitation:
  - (1) acts of God, of the public enemy or terrorism,
  - (2) acts or omissions of the United States of America in either its sovereign or contractual capacity, including without limitation acts or omissions of the agency that will occupy the premises,
  - (3) acts of another contractor in the performance of a contract with the Government,
  - (4) fires,
  - (5) floods,
  - (6) epidemics,
  - (7) quarantine restrictions,
  - (8) strikes,
  - (9) freight embargoes,
  - (10) unusually severe weather,
  - (11) shortages of labor or materials, delays of subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both the Lessor and any such subcontractor or supplier, or
  - (12) excusable delays specifically referenced in Paragraph 3.18(B) ("Delay") of the SFO.
- (g) "Lessor" means the sub-lessor if this lease is a sublease.
- (h) "Lessor shall provide" means the Lessor shall furnish and install at Lessor's expense.
- (i) "Notice" means written notice sent by certified or registered mail, Express Mail or Comparable service, or delivered by hand. Notice shall be effective on the date delivery is accepted or refused.
- (j) "Premises" means the space described on the Standard Form 2, U.S. Government Lease for Real Property, of this lease.
- (l) "Substantially complete" and "substantial completion" means that the work, the common and other areas of the building, and all other things necessary for the Government's access to the premises and occupancy, possession, use and enjoyment thereof, as provided in this lease, have been completed or obtained, excepting only such minor matters as do not interfere with or materially diminish such access, occupancy, possession, use or enjoyment. The Government's acceptance of the premises (or any increment thereof, if space is delivered in increments) as substantially complete shall not be unreasonably withheld, conditioned or delayed. Upon acceptance of the premises (or any increment thereof, if space is delivered in

INITIALS: CM  
LESSOR  
GENBUS/684912.5

& [Signature]  
GOVERNMENT

increments) as substantially complete, the Government shall promptly prepare a "punch list" setting forth all items not essential to substantial completion (e.g. minor details of construction and mechanical adjustment) which are not yet complete. Lessor shall complete all punch list items within sixty (60) days after receipt of the punch list.

- (m) "Usable square feet" means the ANSI/BOMA Z65.1-1996 definition for BOMA usable office area, which means "The area where a tenant normally houses personnel and/or furniture, for which a measurement is to be computed."
- (n) "Work" means all alterations, improvements, modifications, and other things required for the preparation or continued occupancy of the premises by the Government as specified in this lease.

**2. 552.270-5 SUBLETTING AND ASSIGNMENT (SEP 1999)**

The Government may sublet all or any part of the premises but shall not be relieved from any obligations under this lease by reason of any such subletting. The Government may at any time assign this lease, and be relieved from all obligations to Lessor under this lease excepting only unpaid rent and other liabilities, if any, that have accrued to the date of said assignment. Any assignment or subletting shall be subject to the prior written consent of Lessor, which shall not be unreasonably withheld, conditioned or delayed, provided, that in no event shall withholding of consent to an assignment be deemed unreasonable if the proposed assignee is not of equal or better credit than the Government.

**3. 552.270-11 SUCCESSORS BOUND (SEP 1999)**

This lease shall bind, and inure to the benefit of, the parties and their respective heirs, executors, administrators, successors, and permitted assigns.

**4. 552.270-23 SUBORDINATION, NONDISTURBANCE AND ATTORNMEN (SEP 1999)**

- (a) Lessor warrants that it holds such title to or other interest in the leased premises and other property as is necessary to the Government's access to the leased premises and full use and enjoyment thereof in accordance with the provisions of this lease. Government agrees, in consideration of the warranties and conditions set forth in this clause, that this lease is subject and subordinate to any and all underlying leases, recorded mortgages, deeds of trust and other liens now or hereafter existing or imposed upon the leased premises, and to any renewal, modification or extension thereof. It is the intention of the parties that this provision shall be self-operative and that no further instrument shall be required to effect the present or subsequent subordination of this lease. Government agrees, however, within twenty (20) business days next following the Contracting Officer's receipt of a written demand, to execute nondisturbance agreements, recognition agreements or such other instruments as Lessor may reasonably request to evidence further the subordination of this lease to any underlying lease, existing or future mortgage, deed of trust or other security interest pertaining to the leased premises, and to any water, sewer or access easement necessary or desirable to serve the leased premises or adjoining property owned in whole or in part by Lessor if such easement does not interfere with the full enjoyment of any right granted the Government under this lease.
- (b) No such subordination, to either existing or future underlying leases, mortgages, deeds of trust or other lien or security instrument shall operate to affect adversely any right of the Government under this lease so long as the Government is not in default under this lease. Lessor will include in any future underlying lease, mortgage, deed of trust or other security instrument to which this lease becomes subordinate, or in a separate nondisturbance or recognition agreement, a provision to the foregoing effect. Lessor warrants that the lessors under any existing underlying leases and the holders of all notes or other obligations secured by existing mortgages, deeds of trust or other security instruments, if any, have consented to the provisions of this clause, and agrees to provide true copies of all such consents to the Contracting Officer promptly upon demand.
- (c) In the event of any sale of the leased premises or any portion thereof by foreclosure of the lien of any such mortgage, deed of trust or other security instrument, or the giving of a deed in lieu of foreclosure, the Government will be deemed to have attorned to any purchaser, purchasers, transferee or transferees of the leased premises or any portion thereof and its or their successors and assigns, and any such purchasers and transferees will be deemed to have assumed all obligations of the Lessor under this lease, so as to establish direct privity of

INITIALS: On & [Signature]  
LESSOR  
GENBUS/684912.5

GOVERNMENT

estate and contract between the Government and such purchasers or transferees, with the same force, effect and relative priority in time and right as if the lease had initially been entered into between such purchasers or transferees and the Government, provided, that such purchaser or transferee shall not be (1) obligated to restore the leased premises or the building after a fire or other casualty beyond such restoration as can reasonably be accomplished from the net proceeds of insurance, or (2) obligated to restore or repair any affected portion of the leased premises or the building after a partial condemnation, beyond such restoration as can reasonably be accomplished from the net proceeds of the condemnation award, or (3) obligated with respect to the initial fit-out of the leased premises; and provided, further, that the Contracting Officer and such purchasers or transferees shall, with reasonable promptness following any such sale or deed delivery in lieu of foreclosure, execute all such revisions to this lease, or other writings, as shall be necessary to document the foregoing relationship.

- (d) None of the foregoing provisions may be deemed or construed to imply a waiver of the Government's rights as a sovereign.

**5. 552.270-24 STATEMENT OF LEASE (SEP 1999)**

- (a) The Contracting Officer will, within thirty (30) days next following the Contracting Officer's receipt of a joint written request from Lessor and an underlying lessor, an existing lender, or a prospective lender or purchaser of the building, execute and deliver to Lessor a letter stating that the same is issued subject to the conditions stated in this clause and, if such is the case, that (1) the lease is in full force and effect; (2) the date to which the rent and other charges have been paid in advance, if any; (3) whether any notice of default has been issued; (4) to the best of the Government's knowledge, whether Lessor or the Government is in default under the lease; and (5) any other matter reasonably requested by Lessor or such underlying lessor, lender or purchaser.

- (b) Letters issued pursuant to this clause are subject to the following conditions:

- (1) That they are based solely upon a reasonably diligent review of the Contracting Officer's lease file as of the date of issuance;
- (2) That the Government shall not be held liable because of any defect in or condition of the premises or building;
- (3) That the Contracting Officer does not warrant or represent that the premises or building comply with applicable Federal, State and local law; and
- (4) That the Lessor, and each prospective lender and purchaser are deemed to have constructive notice of such facts as would be ascertainable by reasonable prepurchase and precommitment inspection of the Premises and Building and by inquiry to appropriate Federal, State and local Government officials.

**6. 552.270-25 SUBSTITUTION OF TENANT AGENCY (SEP 1999)**

The Government may, at any time and from time to time, substitute any Government agency or agencies for the Government agency or agencies, if any, named in the lease, provided that any substituted tenant agency shall be for a similar use, shall not violate the then certificate of occupancy for the building and the Government has obtained the prior written consent of Lessor, which consent shall not be unreasonably withheld, conditioned or delayed. In no event shall the Government substitute an agency that will increase the density of visitors or pedestrian traffic within, or to and from, the premises or the building, invite the general public or clients of the agency to visit the premises, overburden the building's systems or services or adversely affect the character of the building.

**7. 552.270-26 NO WAIVER (SEP1999)**

No failure by either party to insist upon the strict performance of any provision of this lease or to exercise any right or remedy consequent upon a breach thereof, and no acceptance of full or partial rent or other performance by either party during the continuance of any such breach shall constitute a waiver of any such breach of such provision.

INITIALS: CM  
LESSOR  
GENBUS/684912.5

&   
GOVERNMENT

**8. 552.270-27 INTEGRATED AGREEMENT (SEP 1999)**

This Lease, upon execution, contains the entire agreement of the parties and no prior written or oral agreement, express or implied, shall be admissible to contradict the provisions of the Lease.

**9. 552.270-28 NON-MUTUALITY OF OBLIGATION (SEP 1999)**

The obligations and covenants of the Lessor, and the Government's obligation to pay rent and other Government obligations and covenants, arising under or related to this Lease, are interdependent. The Government may, upon issuance of and delivery to Lessor of a final decision asserting a claim against Lessor, set off such claim, in whole or in part, as against any payment or payments then or thereafter due the Lessor under this lease. No setoff pursuant to this clause shall constitute a breach by the Government of this lease.

**10. 552.270-17 DELIVERY AND CONDITION (SEP 1999)**

Unless the Government elects to have the space occupied in increments, the space must be delivered ready for occupancy as a complete unit. The Government reserves the right to determine when the space is substantially complete, such determination not to be unreasonably withheld, conditioned or delayed.

**11. 552.270-18 DEFAULT IN DELIVERY—TIME EXTENSIONS (SEP 1999) (VARIATION)**

- (a) If the Lessor fails to work diligently to ensure substantial completion by the delivery date or fails to substantially complete the work by such date, the Government may by notice to the Lessor terminate this lease. Such termination is effective when received by Lessor, provided, (i) that the Government shall have given Lessor written notice and reasonable opportunity to cure with respect to any claim that Lessor is failing to work diligently to ensure substantial completion by the delivery date, and (ii) that written notice of any termination for failure to substantially complete the work by the delivery date shall be received by Lessor within thirty (30) days after the delivery date. The Lessor and the Lessor's sureties, if any, are jointly and severally liable for any damages to the Government resulting from such termination, as provided in this clause. The Government shall be entitled to the following damages:
- (1) The Government's aggregate rent and estimated real estate tax and operating cost adjustments for the firm term and all option terms of its replacement lease or leases, in excess of the aggregate rent and estimated real estate tax and operating cost adjustments for the term. If the Government procures replacement premises for a term (including all option terms) in excess of this term, the Lessor is not liable for excess Government rent or adjustments during such excess lease term.
  - (2) All administrative and other costs the Government incurs in procuring a replacement lease or leases.
  - (3) Other, additional relief provided for in this lease, at law, or in equity.
- (b) Damages to which the Government is entitled to under this clause are due and payable thirty (30) days following the date Lessor receives notice from the Contracting Officer specifying such damages.
- (c) The Government shall not terminate this lease under this clause nor charge the Lessor with damages under this clause if (1) the delay in substantially completing the work arises from excusable delays and (2) the Lessor within 10 (ten) days from the beginning of any such delay (unless extended in writing by the Contracting Officer) provides notice to the Contracting Officer of the causes of delay. Within 10 (ten) days after receipt of Lessor's notice of the causes of delay, the Contracting Officer (1) shall ascertain the facts and the extent of delay, and (2) if the facts warrant, shall extend the delivery date to the extent of such delay at no additional costs to the Government. A time extension is the sole remedy of the Lessor.

**12. 552.270-19 PROGRESSIVE OCCUPANCY (SEP 1999)**

With the prior written consent of Lessor, the Government may occupy the space in partial increments prior to the substantial completion of the entire leased premises, and the Lessor shall schedule its work accordingly. The Government shall pay rent commencing with the first business day following substantial completion of the entire leased premises unless the Lessor has consented

INITIALS: CM  
LESSOR  
GENBUS/684912.5

& [Signature]  
GOVERNMENT



to incremental occupancy by the Government. In case of incremental occupancy, the Government shall pay rent pro rata commencing with the first business day following substantial completion of each incremental unit. Such rent shall be payable on the first workday of the month following the month in which an increment of space is substantially complete, except that should an increment of space be substantially completed after the fifteenth day of a month, the payment date shall be the first workday of the second month following the month in which it was substantially complete. The commencement date of the firm lease term will be the rent commencement date of the final increment of space to be substantially completed.

**13. 552.270-21 EFFECT OF ACCEPTANCE AND OCCUPANCY (SEP 1999)**

Neither the Government's acceptance of the premises for occupancy, nor the Government's occupancy thereof, shall be construed as a waiver of any requirement of or right of the Government under this Lease, or as otherwise prejudicing the Government with respect to any such requirement or right.

**14. 552.270-6 MAINTENANCE OF BUILDING AND PREMISES—RIGHT OF ENTRY (SEP 1999) (VARIATION)**

Except in case of damage arising out of the willful act or negligence of a Government employee, Lessor shall maintain the premises, including the building, building systems, and all equipment, fixtures, and appurtenances furnished by the Lessor under this lease to the standards of a first class office building in downtown Washington, D.C., in good repair and condition so that they are suitable in appearance and capable of supplying such heat, air conditioning, light, ventilation, safety systems, access and other services to the premises as are required by this lease, without reasonably preventable or recurring disruption, as are required for the Government's access to, occupancy, possession, use and enjoyment of the premises as provided in this lease. For the purpose of so maintaining the premises and the building the Lessor may upon reasonable prior notice, at reasonable times and upon reasonable conditions enter the premises with the approval of the authorized Government representative in charge, or without such approval in the case of emergency, provided that Lessor shall notify the authorized Government representative in charge promptly following any emergency entry. During the final twelve (12) months of the term, upon at least twenty-four (24) hours advance notice and with the reasonable approval of the authorized Government representative in charge, Lessor at reasonable times may enter the premises for the purpose of showing the premises to prospective tenants,

**15. 552.270-10 FAILURE IN PERFORMANCE (SEP 1999)**

The covenant to pay rent and the covenant to provide any service, utility, maintenance, or repair required under this lease are interdependent. In the event of any failure by the Lessor to provide any service, utility, maintenance, repair or replacement required under this lease the Government may, by contract or otherwise, after giving Lessor written notice and a reasonable opportunity to cure, perform the requirement and deduct from any payment or payments under this lease, then or thereafter due, the resulting cost to the Government, including all administrative costs. If the Government elects to perform any such requirement, the Government and each of its contractors shall be entitled to access to any and all areas of the building, access to which is necessary to perform any such requirement, and the Lessor shall afford and facilitate such access. Alternatively, the Government, after giving Lessor written notice and a reasonable opportunity to cure, may deduct from any payment under this lease, then or thereafter due, an amount which reflects the reduced value of the contract requirement not performed. No deduction from rent pursuant to this clause shall constitute a default by the Government under this lease. These remedies are not exclusive and are in addition to any other remedies which may be available under this lease or at law.

**16. 552.270-22 DEFAULT BY LESSOR DURING THE TERM (SEP 1999)**

(a) Each of the following shall constitute defaults by Lessor under this lease:

- (1) Failure (not caused by Excusable Delays) to maintain, repair, operate or service the premises as and when specified in this lease, or failure to perform any other material requirement of this lease as and when required, unless within thirty (30) days (or within such cure period as is reasonable and appropriate in the case of an emergency) following Lessor's receipt of notice thereof from the Contracting Officer or an authorized representative, Lessor shall have commenced to cure such failure and

INITIALS: CM  
LESSOR  
GENBUS/684912.5

& [Signature]  
GOVERNMENT

shall be diligently prosecuting such cure to completion.

- (2) Repeated and unexcused failure by Lessor to comply with one or more requirements of this lease shall constitute a default notwithstanding that one or all such failures shall have been timely cured pursuant to this clause.
- (b) If a default occurs, the Government may, by notice to Lessor, terminate this lease for default and if so terminated, the Government shall be entitled to the damages specified in the Default in Delivery Time Extensions clause.

**17. 552.270-7 FIRE AND CASUALTY DAMAGE (Jun 2008)**

If the entire premises are destroyed by fire or other casualty, this lease will immediately terminate. In case of partial destruction or damage, so as to render the premises untenable, as reasonably determined by the Government, the Government may terminate the lease by giving written notice to the Lessor within 15 calendar days after such determination. If so terminated, no rent will accrue to the Lessor after such partial destruction or damage; and if not so terminated, the rent will be reduced proportionately by supplemental agreement hereto effective from the date of such partial destruction or damage. Nothing in this lease shall be construed as relieving Lessor from liability for damage to or destruction of property of the United States of America caused by the willful or negligent act or omission of Lessor.

**18.552.270-8 COMPLIANCE WITH APPLICABLE LAW (SEP 1999)**

Lessor shall comply with all Federal, state and local laws applicable to the Lessor as owner or Lessor, or both, of the building or premises, including, without limitation, laws applicable to the construction, ownership, alteration or operation of both or either thereof, and will obtain all necessary permits, licenses and similar items at Lessor's expense. The Government will comply with all Federal, State and local laws applicable to and enforceable against it as a tenant under this lease and shall cure any violations arising from its use or manner of use of the premises (including any uses permitted by this lease); provided that nothing in this lease shall be construed as a waiver of any sovereign immunity of the Government. This lease shall be governed by Federal law.

**19. 552.270-12 ALTERATIONS (SEP 1999)**

With Lessor's prior written consent, which shall not be unreasonably withheld, conditioned or delayed, the Government shall have the right during the existence of this lease to make alterations, attach fixtures, and erect structures or signs in or upon the premises hereby leased, which fixtures, additions or structures so placed in, on, upon, or attached to the said premises shall be and remain the property of the Government and may be removed or otherwise disposed of by the Government provided the same may be removed without damaging the premises or the building. If the lease contemplates that the Government is the sole occupant of the building, for purposes of this clause, the leased premises include the land on which the building is sited and the building itself. Otherwise, the Government shall have the right to tie into or make any physical connection with any structure located on the property as is reasonably necessary for appropriate utilization of the leased space.

**20. 552.270-29 ACCEPTANCE OF SPACE (SEP 1999) (VARIATION)**

- (a) When the Lessor has completed all alterations, improvements, and repairs necessary to meet the requirements of the lease, the Lessor shall notify the Contracting Officer and the Contracting Officer or designated representative shall promptly inspect the space, both in accordance with Paragraph 3.18(E) of the SFO.
- (b) The Government will accept the space and the lease term will begin after the Government determines that the space is substantially complete in accordance with Paragraph 3.18(E) of the SFO and Paragraph 10(b) of the General Clauses.

**21. 552.270-9 INSPECTION—RIGHT OF ENTRY (SEP 1999)**

- (a) From time to time after receipt of an offer (until the same has been duly withdrawn or rejected), after acceptance thereof and during the term, the agents, employees and contractors of the Government may, upon reasonable prior notice to Offeror or Lessor and during normal business hours, enter upon the offered premises or the premises, and all other

INITIALS: cm  
LESSOR  
GENBUS/684912.5

& [Signature]  
GOVERNMENT

areas of the building access to which is necessary to accomplish the purposes of entry, to determine the potential or actual compliance by the Offeror or Lessor with the requirements of the solicitation or this lease, which purposes shall include, but not be limited to:

- (1) inspecting, sampling and analyzing of suspected asbestos-containing materials and air monitoring for asbestos fibers;
  - (2) inspecting the heating, ventilation and air conditioning system, maintenance records, and mechanical rooms for the offered premises or the premises;
  - (3) inspecting for any leaks, spills, or other potentially hazardous conditions which may involve tenant exposure to hazardous or toxic substances; and
  - (4) inspecting for any current or past hazardous waste operations, to ensure that appropriate mitigative actions were taken to alleviate any environmentally unsound activities in accordance with Federal, State and local law.
- (b) Nothing in this clause shall be construed to create a Government duty to inspect for toxic materials or to impose a higher standard of care on the Government than on other lessees. The purpose of this clause is to promote the ease with which the Government may inspect the building. Nothing in this clause shall act to relieve the Lessor of any duty to inspect or liability which might arise as a result of Lessor's failure to inspect for or correct a hazardous condition.

**22. 52.204-7 CENTRAL CONTRACTOR REGISTRATION (OCT 2003) (VARIATION)**

- (a) Definitions. As used in this clause—

"Central Contractor Registration (CCR) database" means the primary Government repository for Contractor information required for the conduct of business with the Government.

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts for the same parent concern.

"Offeror" means the owner of the property offered, not an individual or agent representing the owner.

"Registered in the CCR database" means that—

- (1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; and
  - (2) The Government has validated all mandatory data fields and has marked the record "Active."
- (b)
- (1) By submission of an offer, the Offeror acknowledges the requirement that a prospective awardee must be registered with D&B and in the CCR database prior to award, during performance, and through final payment of any contract resulting from this solicitation.
  - (2) The Offeror shall enter in the appropriate block, on the GSA Form 3518, entitled Representations and Certifications, the legal entity's name and address, followed by the DUNS or DUNS +4 number that identifies the Offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the Offeror is registered in the CCR database.
- (c) If the Offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.
- (1) An Offeror may obtain a DUNS number—
    - (i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or
    - (ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

INITIALS: CM & [Signature]

LESSOR  
GENBUS/684912.5

GOVERNMENT

- (2) The Offeror should be prepared to provide the following information:
- (i) Company legal business.
  - (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
  - (iii) Company Physical Street Address, City, State, and ZIP Code.
  - (iv) Company Mailing Address, City, State and ZIP Code (if separate from physical).
  - (v) Company Telephone Number.
  - (vi) Date the company was started.
  - (vii) Number of employees at your location.
  - (viii) Chief executive officer/key manager.
  - (ix) Line of business (industry).
  - (x) Company Headquarters name and address (reporting relationship within your entity).
- (d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.
- (e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.
- (f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.
- (g) (1) (i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, the Contractor shall comply with the requirements of Subpart 42.12 of the Federal Acquisition Regulations (FAR) and provide the responsible Contracting Officer a fully revised and initialed/signed GSA Form 3518, entitled Representations and Certifications, along with written notification of its intention to (A) change the name in the CCR database; and (B) provide the Contracting Officer with sufficient documentation to verify and confirm the legally changed name or change in ownership.
- (ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.
- (2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims. Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information.
- (h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

### 23. 552.232-75 PROMPT PAYMENT (SEP 1999)

The Government will make payments under the terms and conditions specified in this clause. Payment shall be considered as being made on the day a check is dated or an electronic funds transfer is made. All days referred to in this clause are calendar days, unless otherwise specified.

- (a) *Payment due date.*

INITIALS: cm  
LESSOR  
GENBUS/684912.5

& [Signature]  
GOVERNMENT

- (1) **Rental payments.** Rent shall be paid monthly in arrears and will be due on the first workday of each month, and only as provided for by the lease.

- (i) When the date for commencement of rent falls on the 15<sup>th</sup> day of the month or earlier, the initial monthly rental payment under this contract shall become due on the first workday of the month following the month in which the commencement of the rent is effective.
- (ii) When the date for commencement of rent falls after the 15<sup>th</sup> day of the month, the initial monthly rental payment under this contract shall become due on the first workday of the second month following the month in which the commencement of the rent is effective.

- (2) **Other payments.** The due date for making payments other than rent shall be the later of the following two events:

- (i) The 30<sup>th</sup> day after the designated billing office has received a proper invoice from the Contractor.
- (ii) The 30<sup>th</sup> day after Government acceptance of the work or service. However, if the designated billing office fails to annotate the invoice with the actual date of receipt, the invoice payment due date shall be deemed to be the 30<sup>th</sup> day after the Contractor's invoice is dated, provided a proper invoice is received and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(b) **Invoice and inspection requirements for payments other than rent.**

- (1) The Contractor shall prepare and submit an invoice to the designated billing office after completion of the work. A proper invoice shall include the following items:

- (i) Name and address of the Contractor.
- (ii) Invoice date.
- (iii) Lease number.
- (iv) Government's order number or other authorization.
- (v) Description, price, and quantity of work or services delivered.
- (vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the remittance address in the lease or the order).
- (vii) Name (where practicable), title, phone number, and mailing address of person to be notified in the event of a defective invoice.

- (2) The Government will inspect and determine the acceptability of the work performed or services delivered within 7 days after the receipt of a proper invoice or notification of completion of the work or services unless a different period is specified at the time the order is placed. If actual acceptance occurs later, for the purpose of determining the payment due date and calculation of interest, acceptance will be deemed to occur on the last day of the 7-day inspection period. If the work or service is rejected for failure to conform to the technical requirements of the contract, the 7 days will be counted beginning with receipt of a new invoice or notification. In either case, the Contractor is not entitled to any payment or interest unless actual acceptance by the Government occurs.

(c) **Interest Penalty.**

- (1) An interest penalty shall be paid automatically by the Government, without request from the Contractor, if payment is not made by the due date.
- (2) The interest penalty shall be at the rate established by the Secretary of the Treasury under Section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) that is in effect on the day after the due date. This rate is referred to as the "Renegotiation Board Interest Rate," and it is published in the *Federal Register* semiannually on or about January 1 and July 1. The interest penalty shall accrue daily on the payment amount approved by the Government and be compounded in 30-day increments inclusive from the first day after the due date through the payment date.
- (3) Interest penalties will not continue to accrue after the filing of a claim for such penalties under the clause at 52.233-1, Disputes, or for more than 1 year. Interest penalties of less than \$1.00 need not be paid.

INITIALS: CM  
LESSOR  
GENBUS/684912.5

&   
GOVERNMENT

- (4) Interest penalties are not required on payment delays due to disagreement between the Government and Contractor over the payment amount or other issues involving contract compliance or on amounts temporarily withheld or retained in accordance with the terms of the contract. Claims involving disputes, and any interest that may be payable, will be resolved in accordance with the clause at 52.233-1, Disputes.

**24. 552.232-76 ELECTRONIC FUNDS TRANSFER PAYMENT (MAR 2000) (VARIATION)**

- (a) The Government will make payments under this lease by electronic funds transfer (EFT). The Lessor must, no later than 30 days before the first payment:
- (1) Designate a financial institution for receipt of EFT payments.
  - (2) Submit this designation to the Contracting Officer or other Government official, as directed.
- (b) The Lessor must provide the following information:
- (1) The American Bankers Association 9-digit identifying number for Automated Clearing House (ACH) transfers of the financing institution receiving payment if the institution has access to the Federal Reserve Communications System.
  - (2) Number of account to which funds are to be deposited.
  - (3) Type of depositor account ("C" for checking, "S" for savings).
  - (4) If the Lessor is a new enrollee to the EFT system, the Lessor must complete and submit Form SF 3881, ACH Vendor/Miscellaneous Payment Enrollment Form, before payment can be processed.
- (c) If the Lessor, during the performance of this contract, elects to designate a different financial institution for the receipt of any payment, the appropriate Government official must receive notice of such change and the required information specified above no later than 30 days before the date such change is to become effective.
- (d) The documents furnishing the information required in this clause must be dated and contain the:
- (1) Signature, title, and telephone number of the Lessor or the Lessor's authorized representative.
  - (2) Lessor's name.
  - (3) Lease number.
- (e) Lessor's failure to properly designate a financial institution or to provide appropriate payee bank account information may delay payments of amounts otherwise properly due.

**25. 552.232-70 INVOICE REQUIREMENTS (SEP 1999) (VARIATION)**

(This clause is applicable to payments other than rent.)

- (a) Invoices shall be submitted in an original only, unless otherwise specified, to the designated billing office specified in this contract or order.
- (b) Invoices must include the Accounting Control Transaction (ACT) number provided below or on the order.

ACT Number (to be supplied on individual orders)

- (c) If information or documentation in addition to that required by the Prompt Payment clause of this contract is required in connection with an invoice for a particular order, the order will indicate what information or documentation must be submitted.

INITIALS: cm  
LESSOR  
GENBUS/684912.5

&   
GOVERNMENT

**26. 52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986)**

(Applicable to leases over \$2,500.)

- (a) The Contractor, under the Assignment of Claims Act, as amended, 31 U.S.C. 3727, 41 U.S.C. 15 (hereafter referred to as "the Act"), may assign its rights to be paid amounts due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency. The assignee under such an assignment may thereafter further assign or reassign its right under the original assignment to any type of financing institution described in the preceding sentence.
- (b) Any assignment or reassignment authorized under the Act and this clause shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party, except that an assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in the financing of this contract.
- (c) The Contractor shall not furnish or disclose to any assignee under this contract any classified document (including this contract) or information related to work under this contract until the Contracting Officer authorizes such action in writing.

**27. 552.270-20 PAYMENT (SEP 1999) (VARIATION)**

Payment will not be made for space which is in excess of the amount of ANSI/BOMA Office Area square footage stated in the lease.

**28. 552.203-5 COVENANT AGAINST CONTINGENT FEES (FEB 1990)**

(Applicable to leases over \$100,000.)

- (a) The Contractor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of the contingent fee.
- (b) "Bona fide agency," as used in this clause, means an established commercial or selling agency (including licensed real estate agents or brokers), maintained by a Contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

"Bona fide employee," as used in this clause, means a person, employed by a Contractor and subject to the Contractor's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.

"Contingent fee," as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.

"Improper influence," as used in this clause, means any influence that induces or tends to induce a Government employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

**29. 52.203-7 ANTI-KICKBACK PROCEDURES (JUL 1995)**

(Applicable to leases over \$100,000 average net annual rental, including option periods.)

- (a) **Definitions.**

"Kickback," as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to any prime Contractor, prime Contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a subcontract relating to a prime contract.

INITIALS:

  
LESSOR  
GENBUS/684912.5

&   
GOVERNMENT

"Person," as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.

"Prime contract," as used in this clause, means a contract or contractual action entered into by the United States for the purpose of obtaining supplies, materials, equipment, or services of any kind.

"Prime Contractor," as used in this clause, means a person who has entered into a prime contract with the United States.

"Prime Contractor employee," as used in this clause, means any officer, partner, employee, or agent of a prime Contractor.

"Subcontract," as used in this clause, means a contract or contractual action entered into by a prime Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.

"Subcontractor," as used in this clause, (1) means any person, other than the prime Contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contract or a subcontract entered into in connection with such prime contract, and (2) includes any person who offers to furnish or furnishes general supplies to the prime Contractor or a higher tier subcontractor.

"Subcontractor employee," as used in this clause, means any officer, partner, employee, or agent of a subcontractor.

- (b) The Anti-Kickback Act of 1986 (41 U.S.C. 51-58) (the Act), prohibits any person from—
- (1) Providing or attempting to provide or offering to provide any kickback;
  - (2) Soliciting, accepting, or attempting to accept any kickback; or
  - (3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.
- (c)
- (1) The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph (b) of this clause in its own operations and direct business relationships.
  - (2) When the Contractor has reasonable grounds to believe that a violation described in paragraph (b) of this clause may have occurred, the Contractor shall promptly report in writing the possible violation. Such reports shall be made to the inspector general of the contracting agency, the head of the contracting agency if the agency does not have an inspector general, or the Department of Justice.
  - (3) The Contractor shall cooperate fully with any Federal agency investigating a possible violation described in paragraph (b) of this clause.
  - (4) The Contracting Officer may (i) offset the amount of the kickback against any monies owed by the United States under the prime contract and/or (ii) direct that the Prime Contractor withhold from sums owed a subcontractor under the prime contract, the amount of the kickback. The Contracting Officer may order that monies withheld under subdivision (c)(4)(ii) of this clause be paid over to the Government unless the Government has already offset those monies under subdivision (c)(4)(i) of this clause. In either case, the Prime Contractor shall notify the Contracting Officer when the monies are withheld.
  - (5) The Contractor agrees to incorporate the substance of this clause, including paragraph (c)(5) but excepting paragraph (c)(1), in all subcontracts under this contract which exceed \$100,000.

**30. 52.223-6 DRUG-FREE WORKPLACE (MAY 2001)**

(a) *Definitions.* As used in this clause—

INITIALS: CM  
LESSOR  
GENBUS/684912.5

&   
GOVERNMENT



"Controlled substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.

"Conviction" means a finding of guilt (including a plea of *nolo contendere*) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession, or use of any controlled substance.

"Drug-free workplace" means the site(s) for the performance of work done by the Contractor in connection with a specific contract where employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

"Employee" means an employee of a Contractor directly engaged in the performance of work under a Government contract. "Directly engaged" is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

"Individual" means an Offeror/Contractor that has no more than one employee including the Offeror/Contractor.

- (b) The Contractor, if other than an individual, shall—within 30 days after award (unless a longer period is agreed to in writing for contracts of 30 days or more performance duration), or as soon as possible for contracts of less than 30 days performance duration—
- (1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
  - (2) Establish an ongoing drug-free awareness program to inform such employees about—
    - (i) The dangers of drug abuse in the workplace;
    - (ii) The Contractor's policy of maintaining a drug-free workplace;
    - (iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
    - (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - (3) Provide all employees engaged in performance of the contract with a copy of the statement required by paragraph (b)(1) of this clause;
  - (4) Notify such employees in writing in the statement required by paragraph (b)(1) of this clause that, as a condition of continued employment on this contract, the employee will—
    - (i) Abide by the terms of the statement; and
    - (ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction;
  - (5) Notify the Contracting Officer in writing within 10 days after receiving notice under subdivision (b)(4)(ii) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;
  - (6) Within 30 days after receiving notice under subdivision (b)(4)(ii) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:
    - (i) Taking appropriate personnel action against such employee, up to and including termination; or
    - (ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and
  - (7) Make a good faith effort to maintain a drug-free workplace through implementation of paragraphs (b)(1) through (b)(6) of this clause.

INITIALS: CR  
LESSOR  
GENBUS/684912.5

& [Signature]  
GOVERNMENT

- (c) The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this contract.
- (d) In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraph (b) or (c) of this clause may, pursuant to FAR 23.506, render the Contractor subject to suspension of contract payments, termination of the contract or default, and suspension or debarment.

**31. 552.203-70 PRICE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (SEP 1999)**

(Applicable to leases over \$100,000.)

- (a) If the head of the contracting activity (HCA) or his or her designee determines that there was a violation of subsection 27(a) of the Office of Federal Procurement Policy Act, as amended (41 U.S.C. 423), as implemented in the Federal Acquisition Regulation, the Government, at its election, may—
  - (1) Reduce the monthly rental under this lease by 5 percent of the amount of the rental for each month of the remaining term of the lease, including any option periods, and recover 5 percent of the rental already paid;
  - (2) Reduce payments for alterations not included in monthly rental payments by 5 percent of the amount of the alterations agreement; or
  - (3) Reduce the payments for violations by a Lessor's subcontractor by an amount not to exceed the amount of profit or fee reflected in the subcontract at the time the subcontract was placed.
- (b) Prior to making a determination as set forth above, the HCA or designee shall provide to the Lessor a written notice of the action being considered and the basis therefor. The Lessor shall have a period determined by the agency head or designee, but not less than 30 calendar days after receipt of such notice, to submit in person, in writing, or through a representative, information and argument in opposition to the proposed reduction. The agency head or designee may, upon good cause shown, determine to deduct less than the above amounts from payments.
- (c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law or under this lease.

**32. 52.215-10 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA (OCT 1997)**

(Applicable when cost or pricing data are required for work or services over \$500,000.)

- (a) If any price, including profit or fee, negotiated in connection with this contract, or any cost reimbursable under this contract, was increased by any significant amount because—
  - (1) The Contractor or a subcontractor furnished cost or pricing data that were not complete, accurate, and current as certified in its Certificate of Current Cost or Pricing Data;
  - (2) A subcontractor or prospective subcontractor furnished the Contractor cost or pricing data that were not complete, accurate, and current as certified in the Contractor's Certificate of Current Cost or Pricing Data; or
  - (3) Any of these parties furnished data of any description that were not accurate, the price or cost shall be reduced accordingly and the contract shall be modified to reflect the reduction.
- (b) Any reduction in the contract price under paragraph (a) of this clause due to defective data from a prospective subcontractor that was not subsequently awarded the subcontract shall be limited to the amount, plus applicable overhead and profit markup, by which—
  - (1) The actual subcontract or
  - (2) The actual cost to the Contractor, if there was no subcontract, was less than the prospective subcontract cost estimate submitted by the Contractor; *provided*, that the actual subcontract price was not itself affected by defective cost or pricing data.

INITIALS: CM  
LESSOR  
GENBUS/684912.5

& [Signature]  
GOVERNMENT

- (c) (1) If the Contracting Officer determines under paragraph (a) of this clause that a price or cost reduction should be made, the Contractor agrees not to raise the following matters as a defense:
- (i) The Contractor or subcontractor was a sole source supplier or otherwise was in a superior bargaining position and thus the price of the contract would not have been modified even if accurate, complete, and current cost or pricing data had been submitted.
  - (ii) The Contracting Officer should have known that the cost or pricing data in issue were defective even though the Contractor or subcontractor took no affirmative action to bring the character of the data to the attention of the Contracting Officer.
  - (iii) The contract was based on an agreement about the total cost of the contract and there was no agreement about the cost of each item procured under the contract.
  - (iv) The Contractor or subcontractor did not submit a Certificate of Current Cost or Pricing Data.
- (2) (i) Except as prohibited by subdivision (c)(2)(ii) of this clause, an offset in an amount determined appropriate by the Contracting Officer based upon the facts shall be allowed against the amount of a contract price reduction if—
- (A) The Contractor certifies to the Contracting Officer that, to the best of the Contractor's knowledge and belief, the Contractor is entitled to the offset in the amount requested; and
  - (B) The Contractor proves that the cost or pricing data were available before the "as of" date specified on its Certificate of Current Cost or Pricing Data, and that the data were not submitted before such date.
- (ii) An offset shall not be allowed if—
- (A) The understated data were known by the Contractor to be understated before the "as of" date specified on its Certificate of Current Cost or Pricing Data; or
  - (B) The Government proves that the facts demonstrate that the contract price would not have increased in the amount to be offset even if the available data had been submitted before the "as of" date specified on its Certificate of Current Cost or Pricing Data.
- (d) If any reduction in the contract price under this clause reduces the price of items for which payment was made prior to the date of the modification reflecting the price reduction, the Contractor shall be liable to and shall pay the United States at the time such overpayment is repaid—
- (1) Simple interest on the amount of such overpayment to be computed from the date(s) of overpayment to the Contractor to the date the Government is repaid by the Contractor at the applicable underpayment rate effective for each quarter prescribed by the Secretary of the Treasury under 26 U.S.C. 6621(a)(2); and
  - (2) A penalty equal to the amount of the overpayment, if the Contractor or subcontractor knowingly submitted cost or pricing data that were incomplete, inaccurate, or noncurrent.

**33. 552.270-13 PROPOSALS FOR ADJUSTMENT (SEP 1999)**

- (a) The Contracting Officer may, from time to time during the term of this lease, require changes to be made in the work or services to be performed and in the terms or conditions of this lease. Provided that the costs of such changes do not exceed \$250,000 during any period of 12 consecutive months during the term of this lease, such changes will be required under the Changes clause.
- (b) If the Contracting Officer makes a change within the general scope of the lease, the Lessor shall submit, in a timely manner, an itemized cost proposal for the work to be accomplished or services to be performed when the cost exceeds \$100,000. The proposal, including all subcontractor work, will contain at least the following detail—
- (1) Material quantities and unit costs;
  - (2) Labor costs (identified with specific item or material to be placed or operation to be performed;

INITIALS: CM  
LESSOR  
GENBUS/684912.5

& [Signature]  
GOVERNMENT

- (3) Equipment costs;
  - (4) Worker's compensation and public liability insurance;
  - (5) Overhead;
  - (6) Profit;
  - (7) Lessor's construction management/coordination fee of 5% of the total cost of the work to be accomplished or the services to be performed;
  - (8) Interest on the total cost of the work to be accomplished or the services to be performed, at the rate of (x) Treasury bills with a term most closely approximating the then remaining term of this lease, plus (y) three percent (3%) (but in no event at a rate of less than five percent (5%) per annum); and
  - (9) Employment taxes under FICA and FUTA.
- (c) The following Federal Acquisition Regulation (FAR) provisions also apply to all proposals exceeding \$500,000 in cost—
- (1) The Lessor shall provide cost or pricing data including subcontractor cost or pricing data (48 CFR 15.403-4) and
  - (2) The Lessor's representative, all Contractors, and subcontractors whose portion of the work exceeds \$500,000 must sign and return the "Certificate of Current Cost or Pricing Data" (48 CFR 15.406-2).
- (d) Lessors shall also refer to 48 CFR Part 31, Contract Cost Principles, for information on which costs are allowable, reasonable, and allocable in Government work.

**34. 552.270-14 CHANGES (SEP 1999) (VARIATION)**

- (a) The Contracting Officer may at any time, by written order, make changes within the general scope of this lease in any one or more of the following, provided, in the case of subparagraphs (1) (2) and (3), that the cost of the changes does not exceed \$250,000 during any period of 12 consecutive calendar months during the term of this lease:
- (1) Specifications (including drawings and designs);
  - (2) Work or services;
  - (3) Facilities or space layout; or
  - (4) Amount of space, provided the Lessor consents to the change.
- (b) If any such change causes an increase or decrease in Lessor's cost of or the time required for performance under this lease, whether or not changed by the order, the Contracting Officer shall modify this lease to provide for one or more of the following, as applicable:
- (1) A modification of the delivery date;
  - (2) A lump sum equitable adjustment; or
  - (3) An equitable adjustment of the annual operating costs per ANSI/BOMA Office Area square foot specified in this lease.
- (c) The Lessor shall assert its right to an adjustment under this clause within 30 days from the date of receipt of the change order and shall submit a proposal for adjustment. Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Lessor from proceeding with the change as directed.

INITIALS: Om  
LESSOR  
GENBUS/684912.5

&   
GOVERNMENT

- (d) Absent such written change order, the Government shall not be liable to Lessor under this clause.

**35. 552.215-70 EXAMINATION OF RECORDS BY GSA (FEB 1996)**

The Contractor agrees that the Administrator of General Services or any duly authorized representative shall, until the expiration of 3 years after final payment under this contract, or of the time periods for the particular records specified in Subpart 4.7 of the Federal Acquisition Regulation (48 CFR 4.7), whichever expires earlier, have access to and the right to examine any books, documents, papers, and records of the Contractor involving transactions related to this contract or compliance with any clauses thereunder. The Contractor further agrees to include in all its subcontracts hereunder a provision to the effect that the subcontractor agrees that the Administrator of General Services or any duly authorized representatives shall, until the expiration of 3 years after final payment under the subcontract, or of the time periods for the particular records specified in Subpart 4.7 of the Federal Acquisition Regulation (48 CFR 4.7), whichever expires earlier, have access to and the right to examine any books, documents, papers, and records of such subcontractor involving transactions related to the subcontract or compliance with any clauses thereunder. The term "subcontract" as used in this clause excludes (a) purchase orders not exceeding \$100,000 and (b) subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

**36. 52.215-2 AUDIT AND RECORDS—NEGOTIATION (JUN 1999)**

- (a) As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.
- (b) *Examination of costs.* If this is a cost-reimbursement, incentive, time-and-materials, labor-hour, or price redeterminable contract, or any combination of these, the Contractor shall maintain and the Contracting Officer, or an authorized representative of the Contracting Officer, shall have the right to examine and audit all records and other evidence sufficient to reflect properly all costs claimed to have been incurred or anticipated to be incurred directly or indirectly in performance of this contract. This right of examination shall include inspection at all reasonable times of the Contractor's plants, or parts of them, engaged in performing the contract.
- (c) *Cost or pricing data.* If the Contractor has been required to submit cost or pricing data in connection with any pricing action relating to this contract, the Contracting Officer, or an authorized representative of the Contracting Officer, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data, shall have the right to examine and audit all of the Contractor's records, including computations and projections, related to—
- (1) The proposal for the contract, subcontract, or modification;
  - (2) The discussions conducted on the proposal(s), including those related to negotiating;
  - (3) Pricing of the contract, subcontract, or modification; or
  - (4) Performance of the contract, subcontract or modification.
- (d) *Comptroller General.*
- (1) The Comptroller General of the United States, or an authorized representative, shall have access to and the right to examine any of the Contractor's directly pertinent records involving transactions related to this contract or a subcontract hereunder.
  - (2) This paragraph may not be construed to require the Contractor or subcontractor to create or maintain any record that the Contractor or subcontractor does not maintain in the ordinary course of business or pursuant to a provision of law.
- (e) *Reports.* If the Contractor is required to furnish cost, funding, or performance reports, the Contracting Officer or an authorized representative of the Contracting Officer shall have the right to examine and audit the supporting records and materials, for the purpose of evaluating—
- (1) The effectiveness of the Contractor's policies and procedures to produce data

INITIALS: CM  
LESSOR  
GENBUS/684912.5

& [Signature]  
GOVERNMENT

compatible with the objectives of these reports; and

(2) The data reported.

(f) **Availability.** The Contractor shall make available at its office at all reasonable times the records, materials, and other evidence described in paragraphs (a), (b), (c), (d), and (e) of this clause, for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in Subpart 4.7, Contractor Records Retention, of the Federal Acquisition Regulation (FAR), or for any longer period required by statute or by other clauses of this contract. In addition—

(1) If this contract is completely or partially terminated, the Contractor shall make available the records relating to the work terminated until 3 years after any resulting final termination settlement; and

(2) The Contractor shall make available records relating to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to this contract until such appeals, litigation, or claims are finally resolved.

(g) The Contractor shall insert a clause containing all the terms of this clause, including this paragraph (g), in all subcontracts under this contract that exceed the simplified acquisition threshold, and—

(1) That are cost-reimbursement, incentive, time-and-materials, labor-hour, or price-redeterminable type or any combination of these;

(2) For which cost or pricing data are required; or

(3) That require the subcontractor to furnish reports as discussed in paragraph (e) of this clause.

The clause may be altered only as necessary to identify properly the contracting parties and the Contracting Officer under the Government prime contract.

**37. 52.233-1 DISPUTES (JUL 2002)**

(a) This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613).

(b) Except as provided in the Act, all disputes arising under or relating to this contract shall be resolved under this clause.

(c) "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

(d) (1) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer.

(2) (i) The Contractor shall provide the certification specified in paragraph (d)(2)(iii) of this clause when submitting any claim exceeding \$100,000.

(ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.

(iii) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am duly authorized to certify the claim on behalf of the Contractor."

INITIALS: CM  
LESSOR  
GENBUS/684912.5

& [Signature]  
GOVERNMENT

- (3) The certification may be executed by any person duly authorized to bind the Contractor with respect to the claim.
- (e) For Contractor claims of \$100,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over \$100,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.
- (f) The Contracting Officer's decision shall be final unless the Contractor appeals or files a suit as provided in the Act.
- (g) If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use alternative dispute resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the offer.
- (h) The Government shall pay interest on the amount found due and unpaid from (1) the date that the Contracting Officer receives the claim (certified, if required); or (2) the date that payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in FAR 33.201, interest shall be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.
- (i) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

**38. 52.222-26 EQUAL OPPORTUNITY (APR 2002)**

(Applicable to leases over \$10,000.)

- (a) *Definition.* "United States," as used in this clause, means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.
- (b) If, during any 12-month period (including the 12 months preceding the award of this contract), the Contractor has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of \$10,000, the Contractor shall comply with paragraphs (b)(1) through (b)(11) of this clause, except for work performed outside the United States by employees who were not recruited within the United States. Upon request, the Contractor shall provide information necessary to determine the applicability of this clause.
  - (1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. However, it shall not be a violation of this clause for the Contractor to extend a publicly announced preference in employment to Indians living on or near an Indian reservation, in connection with employment opportunities on or near an Indian reservation, as permitted by 41 CFR 60-1.5.
  - (2) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. This shall include, but not be limited to—
    - (i) Employment;
    - (ii) Upgrading;
    - (iii) Demotion;
    - (iv) Transfer;
    - (v) Recruitment or recruitment advertising;
    - (vi) Layoff or termination;
    - (vii) Rates of pay or other forms of compensation; and
    - (viii) Selection for training, including apprenticeship.

INITIALS: CM  
LESSOR  
GENBUS/684912.5

&   
GOVERNMENT

- (3) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.
  - (4) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
  - (5) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.
  - (6) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.
  - (7) The Contractor shall furnish to the contracting agency all information required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor. The Contractor shall also file Standard Form 100, (EEO-1), or any successor form, as prescribed in 41 CFR part 60-1. Unless the Contractor has filed within the 12 months preceding the date of contract award, the Contractor shall, within 30 days after contract award, apply to either the regional Office of Federal Contract Compliance Programs (OFCCP) or the local office of the Equal Employment Opportunity Commission for the necessary forms.
  - (8) The Contractor shall permit access to its premises, during normal business hours, by the contracting agency or the OFCCP for the purpose of conducting on-site compliance evaluations and complaint investigations. The Contractor shall permit the Government to inspect and copy any books, accounts, records (including computerized records), and other material that may be relevant to the matter under investigation and pertinent to compliance with Executive Order 11246, as amended, and rules and regulations that implement the Executive Order.
  - (9) If the OFCCP determines that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts, under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended; in the rules, regulations, and orders of the Secretary of Labor; or as otherwise provided by law.
  - (10) The Contractor shall include the terms and conditions of paragraphs (b)(1) through (11) of this clause in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor.
  - (11) The Contractor shall take such action with respect to any subcontract or purchase order as the Contracting Officer may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance, provided, that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.
- (c) Notwithstanding any other clause in this contract, disputes relative to this clause will be governed by the procedures in 41 CFR 60-1.1.

**39. 52.222-24 PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION (FEB 1999)**

(Applicable to leases over \$10,000,000.)

If a contract in the amount of \$10 million or more will result from this solicitation, the prospective Contractor and its known first-tier subcontractors with anticipated subcontracts of \$10 million or

INITIALS: CM  
LESSOR  
GENBUS/684912.5

& [Signature]  
GOVERNMENT



more shall be subject to a preaward compliance evaluation by the Office of Federal Contract Compliance Programs (OFCCP), unless, within the preceding 24 months, OFCCP has conducted an evaluation and found the prospective Contractor and subcontractors to be in compliance with Executive Order 11246.

**40. 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)**

(Applicable to leases over \$10,000.)

- (a) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.
- (b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.
- (c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

**41. 52.222-35 EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001)**

(Applicable to leases over \$25,000.)

- (a) *Definitions.* As used in this clause—

"All employment openings" means all positions except executive and top management, those positions that will be filled from within the Contractor's organization, and positions lasting 3 days or less. This term includes full-time employment, temporary employment of more than 3 days duration, and part-time employment.

"Executive and top management" means any employee—

- (1) Whose primary duty consists of the management of the enterprise in which the individual is employed or of a customarily recognized department or subdivision thereof;
- (2) Who customarily and regularly directs the work of two or more other employees;
- (3) Who has the authority to hire or fire other employees or whose suggestions and recommendations as to the hiring or firing and as to the advancement and promotion or any other change of status of other employees will be given particular weight;
- (4) Who customarily and regularly exercises discretionary powers; and
- (5) Who does not devote more than 20 percent or, in the case of an employee of a retail or service establishment, who does not devote more than 40 percent of total hours of work in the work week to activities that are not directly and closely related to the performance of the work described in paragraphs (1) through (4) of this definition. This paragraph (5) does not apply in the case of an employee who is in sole charge of an establishment or a physically separated branch establishment, or who owns at least a 20 percent interest in the enterprise in which the individual is employed.

"Other eligible veteran" means any other veteran who served on active duty during a war or in a campaign or expedition for which a campaign badge has been authorized.

"Positions that will be filled from within the Contractor's organization" means employment openings for which the Contractor will give no consideration to persons outside the Contractor's organization (including any affiliates, subsidiaries, and parent companies) and includes any openings the Contractor proposes to fill from regularly established "recall" lists.

INITIALS: CM  
LESSOR  
GENBUS/684912.5

&   
GOVERNMENT

The exception does not apply to a particular opening once an employer decides to consider applicants outside of its organization.

"Qualified special disabled veteran" means a special disabled veteran who satisfies the requisite skill, experience, education, and other job-related requirements of the employment position such veteran holds or desires, and who, with or without reasonable accommodation, can perform the essential functions of such position.

"Special disabled veteran" means—

- (1) A veteran who is entitled to compensation (or who but for the receipt of military retired pay would be entitled to compensation) under laws administered by the Department of Veterans Affairs for a disability—
  - (i) Rated at 30 percent or more; or
  - (ii) Rated at 10 or 20 percent in the case of a veteran who has been determined under 38 U.S.C. 3106 to have a serious employment handicap (i.e., a significant impairment of the veteran's ability to prepare for, obtain, or retain employment consistent with the veteran's abilities, aptitudes, and interests); or
- (2) A person who was discharged or released from active duty because of a service-connected disability.

"Veteran of the Vietnam era" means a person who—

- (1) Served on active duty for a period of more than 180 days and was discharged or released from active duty with other than a dishonorable discharge, if any part of such active duty occurred—
  - (i) In the Republic of Vietnam between February 28, 1961, and May 7, 1975; or
  - (ii) Between August 5, 1964, and May 7, 1975, in all other cases; or
- (2) Was discharged or released from active duty for a service-connected disability if any part of the active duty was performed—
  - (i) In the Republic of Vietnam between February 28, 1961, and May 7, 1975; or
  - (ii) Between August 5, 1964, and May 7, 1975, in all other cases.

(b) *General.*

- (1) The Contractor shall not discriminate against the individual because the individual is a special disabled veteran, a veteran of the Vietnam era, or other eligible veteran, regarding any position for which the employee or applicant for employment is qualified. The Contractor shall take affirmative action to employ, advance in employment, and otherwise treat qualified special disabled veterans, veterans of the Vietnam era, and other eligible veterans without discrimination based upon their disability or veterans' status in all employment practices such as—
  - (i) Recruitment, advertising, and job application procedures;
  - (ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
  - (iii) Rate of pay or any other form of compensation and changes in compensation;
  - (iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
  - (v) Leaves of absence, sick leave, or any other leave;
  - (vi) Fringe benefits available by virtue of employment, whether or not administered by the Contractor;
  - (vii) Selection and financial support for training, including apprenticeship, and on-the-job training under 38 U.S.C. 3687, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
  - (viii) Activities sponsored by the Contractor including social or recreational programs; and
  - (ix) Any other term, condition, or privilege of employment.
- (2) The Contractor shall comply with the rules, regulations, and relevant orders of the Secretary of Labor issued under the Vietnam Era Veterans' Readjustment Assistance Act of 1972 (the Act), as amended (38 U.S.C. 4211 and 4212).

(c) *Listing openings.*

- (1) The Contractor shall immediately list all employment openings that exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract, and including those occurring

INITIALS:

CM  
LESSOR  
GENBUS/684912.5

&   
GOVERNMENT

at an establishment of the Contractor other than the one where the contract is being performed, but excluding those of independently operated corporate affiliates, at an appropriate local public employment service office of the State wherein the opening occurs. Listing employment openings with the U.S. Department of Labor's America's Job Bank shall satisfy the requirement to list jobs with the local employment service office.

- (2) The Contractor shall make the listing of employment openings with the local employment service office at least concurrently with using any other recruitment source or effort and shall involve the normal obligations of placing a bona fide job order, including accepting referrals of veterans and nonveterans. This listing of employment openings does not require hiring any particular job applicant or hiring from any particular group of job applicants and is not intended to relieve the Contractor from any requirements of Executive orders or regulations concerning nondiscrimination in employment.
- (3) Whenever the Contractor becomes contractually bound to the listing terms of this clause, it shall advise the State public employment agency in each State where it has establishments of the name and location of each hiring location in the State. As long as the Contractor is contractually bound to these terms and has so advised the State agency, it need not advise the State agency of subsequent contracts. The Contractor may advise the State agency when it is no longer bound by this contract clause.
- (d) *Applicability.* This clause does not apply to the listing of employment openings that occur and are filled outside the 50 States, the District of Columbia, the Commonwealth of Puerto Rico, the Commonwealth of the Northern Mariana Islands, American Samoa, Guam, the Virgin Islands of the United States, and Wake Island.
- (e) *Postings.*
  - (1) The Contractor shall post employment notices in conspicuous places that are available to employees and applicants for employment.
  - (2) The employment notices shall—
    - (i) State the rights of applicants and employees as well as the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants who are special disabled veterans, veterans of the Vietnam era, and other eligible veterans; and
    - (ii) Be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, Department of Labor (Deputy Assistant Secretary of Labor), and provided by or through the Contracting Officer.
  - (3) The Contractor shall ensure that applicants or employees who are special disabled veterans are informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually disabled veteran, or may lower the posted notice so that it can be read by a person in a wheelchair).
  - (4) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement, or other contract understanding, that the Contractor is bound by the terms of the Act and is committed to take affirmative action to employ, and advance in employment, qualified special disabled veterans, veterans of the Vietnam era, and other eligible veterans.
- (f) *Noncompliance.* If the Contractor does not comply with the requirements of this clause, the Government may take appropriate actions under the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- (g) *Subcontracts.* The Contractor shall insert the terms of this clause in all subcontracts or purchase orders of \$25,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Deputy Assistant Secretary of Labor to enforce the terms, including action for noncompliance.

**42. 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)**

(Applicable to leases over \$10,000.)

- (a) *General.*

INITIALS:

CM

LESSOR

GENBUS/684912.5

& GOVERNMENT

- (1) Regarding any position for which the employee or applicant for employment is qualified, the Contractor shall not discriminate against any employee or applicant because of physical or mental disability. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals with disabilities without discrimination based upon their physical or mental disability in all employment practices such as—

- (i) Recruitment, advertising, and job application procedures;
- (ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff, and rehiring;
- (iii) Rates of pay or any other form of compensation and changes in compensation;
- (iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
- (v) Leaves of absence, sick leave, or any other leave;
- (vi) Fringe benefits available by virtue of employment, whether or not administered by the Contractor;
- (vii) Selection and financial support for training, including apprenticeships, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
- (viii) Activities sponsored by the Contractor, including social or recreational programs; and
- (ix) Any other term, condition, or privilege of employment.

- (2) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Rehabilitation Act of 1973 (29 U.S.C. 793) (the Act), as amended.

(b) *Postings.*

- (1) The Contractor agrees to post employment notices stating—
- (i) the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified individuals with disabilities and
  - (ii) the rights of applicants and employees.

- (2) These notices shall be posted in conspicuous places that are available to employees and applicants for employment. The Contractor shall ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair). The notices shall be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance of the U.S. Department of Labor (Deputy Assistant Secretary) and shall be provided by or through the Contracting Officer.

- (3) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Act and is committed to take affirmative action to employ, and advance in employment, qualified individuals with physical or mental disabilities.

- (c) *Noncompliance.* If the Contractor does not comply with the requirements of this clause, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.

- (d) *Subcontracts.* The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$10,000 unless exempted by rules, regulations, or orders of the Secretary. The Contractor shall act as specified by the Deputy Assistant Secretary to enforce the terms, including action for noncompliance.

**43. 52.222-37 EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001)**

(Applicable to leases over \$25,000.)

- (a) Unless the Contractor is a State or local government agency, the Contractor shall report at least annually, as required by the Secretary of Labor, on—

INITIALS: CM  
LESSOR  
GENBUS/684912.5

&   
GOVERNMENT

- (1) The number of special disabled veterans, the number of veterans of the Vietnam era, and other eligible veterans in the workforce of the Contractor by job category and hiring location; and
  - (2) The total number of new employees hired during the period covered by the report, and of the total, the number of special disabled veterans, the number of veterans of the Vietnam era, and the number of other eligible veterans; and
  - (3) The maximum number and the minimum number of employees of the Contractor during the period covered by the report.
- (b) The Contractor shall report the above items by completing the Form VETS-100, entitled "Federal Contractor Veterans' Employment Report (VETS-100 Report)."
  - (c) The Contractor shall submit VETS-100 Reports no later than September 30 of each year beginning September 30, 1988.
  - (d) The employment activity report required by paragraph (a)(2) of this clause shall reflect total hires during the most recent 12-month period as of the ending date selected for the employment profile report required by paragraph (a)(1) of this clause. Contractors may select an ending date—
    - (1) As of the end of any pay period between July 1 and August 31 of the year the report is due; or
    - (2) As of December 31, if the Contractor has prior written approval from the Equal Employment Opportunity Commission to do so for purposes of submitting the Employer Information Report EEO-1 (Standard Form 100).
  - (e) The Contractor shall base the count of veterans reported according to paragraph (a) of this clause on voluntary disclosure. Each Contractor subject to the reporting requirements at 38 U.S.C. 4212 shall invite all special disabled veterans, veterans of the Vietnam era, and other eligible veterans who wish to benefit under the affirmative action program at 38 U.S.C. 4212 to identify themselves to the Contractor. The invitation shall state that—
    - (1) The information is voluntarily provided;
    - (2) The information will be kept confidential;
    - (3) Disclosure or refusal to provide the information will not subject the applicant or employee to any adverse treatment; and
    - (4) The information will be used only in accordance with the regulations promulgated under 38 U.S.C. 4212.
  - (f) The Contractor shall insert the terms of this clause in all subcontracts or purchase orders of \$25,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor.

**44. 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JAN 2005)**

(Applicable to leases over \$25,000.)

- (a) The Government suspends or debar Contractors to protect the Government's interests. The Contractor shall not enter into any subcontract in excess of \$25,000 with a Contractor that is debarred, suspended, or proposed for debarment unless there is a compelling reason to do so.
- (b) The Contractor shall require each proposed first-tier subcontractor, whose subcontract will exceed \$25,000, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, or proposed for debarment by the Federal Government
- (c) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is debarred, suspended, or

INITIALS: CM  
LESSOR  
GENBUS/684912.5

&   
GOVERNMENT

proposed for debarment (see FAR 9.404 for information on the Excluded Parties List System). The notice must include the following:

- (1) The name of the subcontractor.
- (2) The Contractor's knowledge of the reasons for the subcontractor being in the Excluded Parties List System.
- (3) The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion in the Excluded Parties List System.
- (4) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

**45. 52.215-12 SUBCONTRACTOR COST OR PRICING DATA (OCT 1997)**

(Applicable when the clause at FAR 52.215-10 is applicable.)

- (a) Before awarding any subcontract expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4, on the date of agreement on price or the date of award, whichever is later; or before pricing any subcontract modification involving a pricing adjustment expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4, the Contractor shall require the subcontractor to submit cost or pricing data (actually or by specific identification in writing), unless an exception under FAR 15.403-1 applies.
- (b) The Contractor shall require the subcontractor to certify in substantially the form prescribed in FAR 15.406-2 that, to the best of its knowledge and belief, the data submitted under paragraph (a) of this clause were accurate, complete, and current as of the date of agreement on the negotiated price of the subcontract or subcontract modification.
- (c) In each subcontract that exceeds the threshold for submission of cost or pricing data at FAR 15.403-4, when entered into, the Contractor shall insert either—
  - (1) The substance of this clause, including this paragraph (c), if paragraph (a) of this clause requires submission of cost or pricing data for the subcontract; or
  - (2) The substance of the clause at FAR 52.215-13, Subcontractor Cost or Pricing Data—Modifications.

**46. 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (MAY 2004)**

(Applicable to leases over \$100,000 average net annual rental, including option periods.)

- (a) It is the policy of the United States that small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns shall have the maximum practicable opportunity to participate in performing contracts let by any Federal agency, including contracts and subcontracts for subsystems, assemblies, components, and related services for major systems. It is further the policy of the United States that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns.
- (b) The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor further agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the awarding agency of the United States as may be necessary to determine the extent of the Contractor's compliance with this clause.
- (c) *Definitions.* As used in this contract—

INITIALS: CM  
LESSOR  
GENBUS/684912.5

& UAE  
GOVERNMENT

"HUBZone small business concern" means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

"Service-disabled veteran-owned small business concern"—

- (1) Means a small business concern—
  - (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
  - (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a small business as defined pursuant to Section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.

"Small disadvantaged business concern" means a small business concern that represents, as part of its offer that—

- (1) It has received certification as a small disadvantaged business concern consistent with 13 CFR part 124, Subpart B;
- (2) No material change in disadvantaged ownership and control has occurred since its certification;
- (3) Where the concern is owned by one or more individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and
- (4) It is identified, on the date of its representation, as a certified small disadvantaged business in the database maintained by the Small Business Administration (PRO-Net).

"Veteran-owned small business concern" means a small business concern—

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern—

- (1) That is at least 51 percent owned by one or more women, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
  - (2) Whose management and daily business operations are controlled by one or more women.
- (d) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as a small business concern, a veteran-owned small business concern, a service-disabled veteran-owned small business concern, a HUBZone small business concern, a small disadvantaged business concern, or a women-owned small business concern.

**47. 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (JUL 2005)**

(Applicable to leases over \$500,000.)

- (a) This clause does not apply to small business concerns.

INITIALS: CM & [Signature]  
LESSOR GOVERNMENT  
GENBUS/684912.5

(b) **Definitions.** As used in this clause—

"Commercial item" means a product or service that satisfies the definition of commercial item in section 2.101 of the Federal Acquisition Regulation.

"Commercial plan" means a subcontracting plan (including goals) that covers the Offeror's fiscal year and that applies to the entire production of commercial items sold by either the entire company or a portion thereof (e.g., division, plant, or product line).

"Individual contract plan" means a subcontracting plan that covers the entire contract period (including option periods), applies to a specific contract, and has goals that are based on the Offeror's planned subcontracting in support of the specific contract, except that indirect costs incurred for common or joint purposes may be allocated on a prorated basis to the contract.

"Master plan" means a subcontracting plan that contains all the required elements of an individual contract plan, except goals, and may be incorporated into individual contract plans, provided the master plan has been approved.

"Subcontract" means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

- (c) The Offeror, upon request by the Contracting Officer, shall submit and negotiate a subcontracting plan, where applicable, that separately addresses subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business concerns, small disadvantaged business, and women-owned small business concerns. If the Offeror is submitting an individual contract plan, the plan must separately address subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns, with a separate part for the basic contract and separate parts for each option (if any). The plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be negotiated within the time specified by the Contracting Officer. Failure to submit and negotiate the subcontracting plan shall make the Offeror ineligible for award of a contract.

(d) The Offeror's subcontracting plan shall include the following:

- (1) Goals, expressed in terms of percentages of total planned subcontracting dollars, for the use of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns as subcontractors. The Offeror shall include all subcontracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs.
- (2) A statement of—
  - (i) Total dollars planned to be subcontracted for an individual contract plan; or the Offeror's total projected sales, expressed in dollars, and the total value of projected subcontracts to support the sales for a commercial plan;
  - (ii) Total dollars planned to be subcontracted to small business concerns;
  - (iii) Total dollars planned to be subcontracted to veteran-owned small business concerns;
  - (iv) Total dollars planned to be subcontracted to service-disabled veteran-owned small business;
  - (v) Total dollars planned to be subcontracted to HUBZone small business concerns;
  - (vi) Total dollars planned to be subcontracted to small disadvantaged business concerns; and
  - (vii) Total dollars planned to be subcontracted to women-owned small business concerns.
- (3) A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to—
  - (i) Small business concerns;
  - (ii) Veteran-owned small business concerns;
  - (iii) Service-disabled veteran-owned small business concerns;

INITIALS: SM  
LESSOR  
GENBUS/684912.5

& MAJ  
GOVERNMENT



- (iv) HUBZone small business concerns;
- (v) Small disadvantaged business concerns; and
- (vi) Women-owned small business concerns.

- (4) A description of the method used to develop the subcontracting goals in paragraph (d)(1) of this clause.
- (5) A description of the method used to identify potential sources for solicitation purposes (e.g., existing company source lists, the Procurement Marketing and Access Network (PRO-Net) of the Small Business Administration (SBA), veterans service organizations, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone, small disadvantaged, and women-owned small business trade associations). A firm may rely on the information contained in PRO-Net as an accurate representation of a concern's size and ownership characteristics for the purposes of maintaining a small, veteran-owned small, service-disabled veteran-owned small, HUBZone small, small disadvantaged, and women-owned small business source list. Use of PRO-Net as its source list does not relieve a firm of its responsibilities (e.g., outreach, assistance, counseling, or publicizing subcontracting opportunities) in this clause.
- (6) A statement as to whether or not the Offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with—
  - (i) Small business concerns;
  - (ii) Veteran-owned small business concerns;
  - (iii) Service-disabled veteran-owned small business concerns;
  - (iv) HUBZone small business concerns;
  - (v) Small disadvantaged business concerns; and
  - (vi) Women-owned small business concerns.
- (7) The name of the individual employed by the Offeror who will administer the Offeror's subcontracting program, and a description of the duties of the individual.
- (8) A description of the efforts the Offeror will make to assure that small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns have an equitable opportunity to compete for subcontracts.
- (9) Assurances that the Offeror will include the clause of this contract entitled "Utilization of Small Business Concerns" in all subcontracts that offer further subcontracting opportunities, and that the Offeror will require all subcontractors (except small business concerns) that receive subcontracts in excess of \$500,000 (\$1,000,000 for construction of any public facility) to adopt a subcontracting plan that complies with the requirements of this clause.
- (10) Assurances that the Offeror will—
  - (i) Cooperate in any studies or surveys as may be required;
  - (ii) Submit periodic reports so that the Government can determine the extent of compliance by the Offeror with the subcontracting plan;
  - (iii) Submit Standard Form (SF) 294, Subcontracting Report for Individual Contracts, and/or SF 295, Summary Subcontract Report, in accordance with paragraph (j) of this clause. The reports shall provide information on subcontract awards to small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, women-owned small business concerns, and Historically Black Colleges and Universities and Minority Institutions. Reporting shall be in accordance with the instructions on the forms or as provided in agency regulations.
  - (iv) Ensure that its subcontractors agree to submit SF 294 and SF 295.

INITIALS: CM  
 LESSOR  
 GENBUS/684912.5

& [Signature]  
 GOVERNMENT

- (11) A description of the types of records that will be maintained concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the Offeror's efforts to locate small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated):

- (i) Source lists (e.g., PRO-Net), guides, and other data that identify small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.
- (ii) Organizations contacted in an attempt to locate sources that are small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned small business concerns.
- (iii) Records on each subcontract solicitation resulting in an award of more than \$100,000, indicating—
  - (A) Whether small business concerns were solicited and, if not, why not;
  - (B) Whether veteran-owned small business concerns were solicited and, if not, why not;
  - (C) Whether service-disabled veteran-owned small business concerns were solicited and, if not, why not;
  - (D) Whether HUBZone small business concerns were solicited and, if not, why not;
  - (E) Whether small disadvantaged business concerns were solicited and, if not, why not;
  - (F) Whether women-owned small business concerns were solicited and, if not, why not; and
  - (G) If applicable, the reason award was not made to a small business concern.
- (iv) Records of any outreach efforts to contact—
  - (A) Trade associations;
  - (B) Business development organizations;
  - (C) Conferences and trade fairs to locate small, HUBZone small, small disadvantaged, and women-owned small business sources; and
  - (D) Veterans service organizations.
- (v) Records of internal guidance and encouragement provided to buyers through—
  - (A) Workshops, seminars, training, etc.; and
  - (B) Monitoring performance to evaluate compliance with the program's requirements.
- (vi) On a contract-by-contract basis, records to support award data submitted by the Offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having commercial plans need not comply with this requirement.

- (e) In order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor shall perform the following functions:

- (1) Assist small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Contractor's lists of potential small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.
- (2) Provide adequate and timely consideration of the potentialities of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns in all "make-or-buy" decisions.

INITIALS: CM  
LESSOR  
GENBUS/684912.5

&   
GOVERNMENT

- (3) Counsel and discuss subcontracting opportunities with representatives of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business firms.
  - (4) Confirm that a subcontractor representing itself as a HUBZone small business concern is identified as a certified HUBZone small business concern by accessing the Central Contractor Registration (CCR) database or by contacting SBA.
  - (5) Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small, veteran-owned small business, HUBZone small, small disadvantaged, or women-owned small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractor's subcontracting plan.
- (f) A master plan on a plant or division-wide basis that contains all the elements required by paragraph (d) of this clause, except goals, may be incorporated by reference as a part of the subcontracting plan required of the Offeror by this clause; provided—
- (1) The master plan has been approved;
  - (2) The Offeror ensures that the master plan is updated as necessary and provides copies of the approved master plan, including evidence of its approval, to the Contracting Officer; and
  - (3) Goals and any deviations from the master plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.
- (g) A commercial plan is the preferred type of subcontracting plan for contractors furnishing commercial items. The commercial plan shall relate to the Offeror's planned subcontracting generally, for both commercial and Government business, rather than solely to the Government contract. Commercial plans are also preferred for subcontractors that provide commercial items under a prime contract, whether or not the prime contractor is supplying a commercial item.
- (h) Prior compliance of the Offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the Offeror for award of the contract.
- (i) The failure of the Contractor or subcontractor to comply in good faith with—
- (1) The clause of this contract entitled "Utilization Of Small Business Concerns"; or
  - (2) An approved plan required by this clause, shall be a material breach of the contract.
- (j) The Contractor shall submit the following reports:
- (1) *Standard Form 294, Subcontracting Report for Individual Contracts.* This report shall be submitted to the Contracting Officer semiannually and at contract completion. The report covers subcontract award data related to this contract. This report is not required for commercial plans.
  - (2) *Standard Form 295, Summary Subcontract Report.* This report encompasses all of the contracts with the awarding agency. It must be submitted semi-annually for contracts with the Department of Defense and annually for contracts with civilian agencies. If the reporting activity is covered by a commercial plan, the reporting activity must report annually all subcontract awards under that plan. All reports submitted at the close of each fiscal year (both individual and commercial plans) shall include a breakout, in the Contractor's format, of subcontract awards, in whole dollars, to small disadvantaged business concerns by North American Industry Classification System (NAICS) Industry Subsector. For a commercial plan, the Contractor may obtain from each of its subcontractors a predominant NAICS Industry Subsector and report all awards to that subcontractor under its predominant NAICS Industry Subsector.

INITIALS: CM  
LESSOR  
GENBUS/684912.5

& [Signature]  
GOVERNMENT

48. 52.219-16 LIQUIDATED DAMAGES—SUBCONTRACTING PLAN (JAN 1999)

(Applicable to leases over \$500,000.)

- (a) *Failure to make a good faith effort to comply with the subcontracting plan*, as used in this clause, means a willful or intentional failure to perform in accordance with the requirements of the subcontracting plan approved under the clause in this contract entitled "Small Business Subcontracting Plan," or willful or intentional action to frustrate the plan.
- (b) Performance shall be measured by applying the percentage goals to the total actual subcontracting dollars or, if a commercial plan is involved, to the pro rata share of actual subcontracting dollars attributable to Government contracts covered by the commercial plan. If, at contract completion or, in the case of a commercial plan, at the close of the fiscal year for which the plan is applicable, the Contractor has failed to meet its subcontracting goals and the Contracting Officer decides in accordance with paragraph (c) of this clause that the Contractor failed to make a good faith effort to comply with its subcontracting plan, established in accordance with the clause in this contract entitled "Small Business Subcontracting Plan," the Contractor shall pay the Government liquidated damages in an amount stated. The amount of probable damages attributable to the Contractor's failure to comply shall be an amount equal to the actual dollar amount by which the Contractor failed to achieve each subcontract goal.
- (c) Before the Contracting Officer makes a final decision that the Contractor has failed to make such good faith effort, the Contracting Officer shall give the Contractor written notice specifying the failure and permitting the Contractor to demonstrate what good faith efforts have been made and to discuss the matter. Failure to respond to the notice may be taken as an admission that no valid explanation exists. If, after consideration of all the pertinent data, the Contracting Officer finds that the Contractor failed to make a good faith effort to comply with the subcontracting plan, the Contracting Officer shall issue a final decision to that effect and require that the Contractor pay the Government liquidated damages as provided in paragraph (b) of this clause.
- (d) With respect to commercial plans, the Contracting Officer who approved the plan will perform the functions of the Contracting Officer under this clause on behalf of all agencies with contracts covered by the commercial plan.
- (e) The Contractor shall have the right of appeal, under the clause in this contract entitled, Disputes, from any final decision of the Contracting Officer.
- (f) Liquidated damages shall be in addition to any other remedies that the Government may have.

INITIALS:

LESSOR  
GENBUS/684912.5

&

GOVERNMENT

<b>GENERAL SERVICES ADMINISTRATION</b> <b>PUBLIC BUILDINGS SERVICE</b> <b>SUPPLEMENTAL LEASE AGREEMENT</b>	<b>SUPPLEMENTAL AGREEMENT</b> <b>No. 7</b> <b>TO LEASE NO. LDC02181</b>	<b>DATE</b> <u>AUG - 9 2013</u>
<b>ADDRESS OF PREMISES</b> American Institute of Architects 1735 New York Avenue N.W Washington, DC 20006-5209		
THIS AGREEMENT, made and entered into this date by and between <b>1735 New York Avenue LLC</b> whose address is: <b>1735 New York Avenue LLC</b> <b>c/o American Institute of Architects</b> <b>1735 New York Avenue, NW</b> <b>Washington, DC 20006-5209</b>		
Hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:		
WHEREAS, the parties hereto desire to amend the above Lease.		
NOW THEREFORE, these parties for the considerations hereinafter covenant and agree that the said lease is hereby amended effective <b>6/14/2013</b> as follows:		
Issued to reflect the annual operating cost escalation provided for in the basic lease agreement.		
Base (CPI-W-U.S. City Avg) Corresponding Index Base Operating Cost Per Lease % Increase in CPI-W Annual Increase in Operating Cost	May May	2012 2013  \$ (b) (4) \$ (b) (4)
Effective <b>6/14/2013</b> , the annual rent is increased by \$ <b>(b) (4)</b> The new annual rent is \$2,542,075.79 payable at the rate of \$ <b>211,839.65</b> per month.		
The rent shall be made payable to: <b>1735 New York Avenue, LLC</b> <b>c/o American Institute of Architects</b> <b>1735 New York Avenue, NW</b> <b>Washington, DC 20006-5209</b>		
All other terms and conditions of the lease shall remain in force and effect.		
IN WITNESS WHEREOF, the parties subscribed their names as of the above date.		
<b>LESSOR: 1735 New York Avenue LLC</b>		
BY _____ (Signature) (Title)		
IN THE PRESENCE OF _____ (Signature) (Address)		
<b>UNITED STATES OF AMERICA</b>		
BY <b>(b) (6)</b> _____ (Signature) <b>Contracting Officer, GSA, NCR, PBS, REAG</b> (Official Title)		

GENERAL SERVICES ADMINISTRATION  
PUBLIC BUILDINGS SERVICE  
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT

No. 9

DATE SEP 11 2013

TO LEASE NO. LDC02181

ADDRESS OF PREMISES

American Institute of Architects  
1735 New York Avenue N.W  
Washington, DC 20006-5209

THIS AGREEMENT, made and entered into this date by and between 1735 New York Avenue LLC

whose address is: 1735 New York Avenue LLC  
1735 New York Avenue, NW  
Washington, DC 20006-5209

Hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease.

NOW THEREFORE, these parties for the considerations hereinafter covenant and agree that the said lease is hereby amended as follows:

Issued to reflect the annual real estate tax adjustment provided for in the basic lease agreement.

Comparison Year	6/14/2012-6/13/2013	\$	646,135.37
Base Year	6/14/2010-6/13/2011	\$	557,315.79
Increase/ Decrease		\$	88,819.58
Government Share			41.42%
TOTAL DUE for RET		\$	36,789.07

The Lessor is entitled to a one-time lump sum payment in the amount of \$ 36,789.07 payable with the next rent payment.

The rent shall be made payable to: 1735 New York Avenue, LLC  
1735 New York Avenue, NW  
Washington, DC 20006-5209

All other terms and conditions of the lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

LESSOR: 1735 New York Avenue LLC

BY \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

IN THE PRESENCE OF

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Address)

UNITED STATES OF AMERICA

BY   
(Signature)

Contracting Officer, GSA, NCR, PBS, REAG  
(Official Title)

<b>GENERAL SERVICES ADMINISTRATION</b> <b>PUBLIC BUILDINGS SERVICE</b> <b>SUPPLEMENTAL LEASE AGREEMENT</b>	<b>SUPPLEMENTAL AGREEMENT</b> No. 8 <b>TO LEASE NO. LDC02161</b>	<b>DATE</b> <u>AUG - 9 2013</u>						
<b>ADDRESS OF PREMISES</b> American Institute of Architects 1735 New York Avenue N.W Washington, DC 20006-5209								
THIS AGREEMENT, made and entered into this date by and between <b>1735 New York Avenue LLC</b> whose address is: <b>1735 New York Avenue LLC</b> <b>c/o American Institute of Architects</b> <b>1735 New York Avenue, NW</b> <b>Washington, DC 20006-5209</b>								
Hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:								
WHEREAS, the parties hereto desire to amend the above Lease.								
NOW THEREFORE, these parties for the considerations hereinafter covenant and agree that the said lease is hereby amended effective <b>6/14/2013</b> as follows:								
Issued to reflect the annual operating cost escalation provided for in the basic lease agreement.								
<table style="width: 100%; border: none;"> <tr> <td style="width: 40%;">Parking Base</td> <td style="width: 60%; text-align: right;">\$271,215.00</td> </tr> <tr> <td>5% Escalation</td> <td style="text-align: right;">\$13,560.75</td> </tr> <tr> <td>New Parking Amount</td> <td style="text-align: right;">\$284,775.75</td> </tr> </table>			Parking Base	\$271,215.00	5% Escalation	\$13,560.75	New Parking Amount	\$284,775.75
Parking Base	\$271,215.00							
5% Escalation	\$13,560.75							
New Parking Amount	\$284,775.75							
Effective <b>6/14/2013</b> , the annual rent is increased by <b>\$13,560.75</b> The new annual rent is <b>\$2,555,636.54</b> payable at the rate of <b>\$ 212,969.71</b> per month.								
The rent shall be made payable to: <b>1735 New York Avenue, LLC</b> <b>c/o American Institute of Architects</b> <b>1735 New York Avenue, NW</b> <b>Washington, DC 20006-5209</b>								
All other terms and conditions of the lease shall remain in force and effect.								
IN WITNESS WHEREOF, the parties subscribed their names as of the above date.								
<b>LESSOR: 1735 New York Avenue LLC</b>								
BY _____ <div style="display: flex; justify-content: space-between; width: 80%; margin: 0 auto;"> <span>(Signature)</span> <span>(Title)</span> </div>								
IN THE PRESENCE OF <div style="display: flex; justify-content: space-between; width: 80%; margin: 10px auto;"> <div style="width: 45%;">           _____            (Signature)         </div> <div style="width: 45%;">           _____            (Address)         </div> </div>								
<b>UNITED STATES OF AMERICA</b>								
BY <span style="background-color: black; color: red; padding: 2px 10px;">(b) (6)</span> _____ <div style="display: flex; justify-content: space-between; width: 80%; margin: 0 auto;"> <span>(Signature)</span> <span>Contracting Officer, GSA, NCR, PBS, REAG (Official Title)</span> </div>								

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT NUMBER TO LEASE NUMBER	10 GS-11B-02161
ADDRESS OF PREMISES American Institute of Architects 1735 New York Avenue NW Washington, DC 20006-5209	PDN Number:	N/A

THIS AMENDMENT is made and entered into between **1735 NY Avenue LLC**

whose address is: **c/o American Institute of Architects  
1735 New York Avenue NW  
Washington, DC 20006-5292**

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:  
WHEREAS, the parties hereto desire to amend the above Lease.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant, and agree that the said Lease is amended as follows:

A. Issued to reflect a CPI escalation, as follows:

**CURRENT INFORMATION**

ANNUAL RENT			\$2,555,636.53
OPERATING COST			\$679,103.72

Base (CPI-W-U S. City Avg)	May	2013	229.399
Corresponding Index	May	2014	234.216

Base Operating Cost Per Lease

% Increase in CPI-W

Annual Increase in Operating Cost Due Lessor

**(b) (4)**

**NEW INFORMATION**

ANNUAL RENT	\$2,569,896.59
MONTHLY RENT	\$214,158.05
OPERATING COST	\$693,363.78

B. The annual rent shall increase by

Effective

New Annual Rent

Monthly Rent, in arrears

**(b) (4)**  
June 14, 2014  
\$2,569,896.59  
\$214,158.05

This Lease Amendment contains 1 page.

All other terms and conditions of the lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

**FOR THE LESSOR:**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Entity Name: \_\_\_\_\_

Date: \_\_\_\_\_

**FOR THE GOVERNMENT:**

Signature: **(b) (6)**

Name: **Roger Perreault**

Title: **Lease Contracting Officer**

**GSA, Public Buildings Service**

Date: **Aug 13, 2014**

**WITNESSED FOR THE LESSOR BY:**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT NUMBER TO LEASE NO. PDN	11 GS-11B-02161 NA
--	---	--------------------------

ADDRESS OF PREMISES  
1735 New York Avenue NW  
1735 New York Avenue NW  
Washington, DC 20006-5209

THIS AMENDMENT, made and entered into this date by and between 1735 New York Avenue LLC  
whose address is: 1735 New York Avenue LLC  
c/o American Institute of Architects  
1735 New York Avenue NW  
Washington, DC 20006-5292

Hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease.

NOW THEREFORE, these parties for good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, covenant, and agree that the said Lease is amended as follows:

Step Rent increase pursuant to	SF2- Paragraph 3
The parking rent shall escalate five percent (5%) annually beginning on 06/14/2011, and continuing on each lease year thereafter.	
Lease Year FY13 Parking Base Rent	\$ 285,775.75
Lease Year FY14 Escalation @ 0.05	\$ 14,288.79
New Parking Base Rent	\$ 300,064.54

As a result, effective June 14, 2014 , the annual rent shall increase by \$14,288.79 .  
The new annual rent is \$2,584,185.38 , payable at the monthly rate of \$215,348.78 .  
in arrears.

This Lease Amendment consist of one page.

All other terms and conditions of the lease remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

FOR THE LESSOR:

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Entity Name: \_\_\_\_\_  
Date: \_\_\_\_\_

FOR THE GOVERNMENT:

Signature: \_\_\_\_\_ (b) (6) ✓  
Name: \_\_\_\_\_  
Title: Lease Contracting Officer  
GSA, Public Buildings Service  
Date: Aug 13, 2014

WITNESSED FOR THE LESSOR BY:

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

<b>GENERAL SERVICES ADMINISTRATION</b> <b>PUBLIC BUILDINGS SERVICE</b> <b>LEASE AMENDMENT</b>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2"><b>LEASE AMENDMENT NUMBER</b></td> <td style="text-align: center;"><b>12</b></td> </tr> <tr> <td><b>TO LEASE NUMBER</b></td> <td colspan="2" style="text-align: center;"><b>GS-11B-02161</b></td> </tr> <tr> <td><b>PDN NUMBER</b></td> <td colspan="2" style="text-align: center;"><b>NA</b></td> </tr> </table>	<b>LEASE AMENDMENT NUMBER</b>		<b>12</b>	<b>TO LEASE NUMBER</b>	<b>GS-11B-02161</b>		<b>PDN NUMBER</b>	<b>NA</b>													
<b>LEASE AMENDMENT NUMBER</b>		<b>12</b>																				
<b>TO LEASE NUMBER</b>	<b>GS-11B-02161</b>																					
<b>PDN NUMBER</b>	<b>NA</b>																					
<b>ADDRESS OF PREMISES</b> American Institute of Architects 1735 New York Avenue NW Washington, DC 20006-5209																						
THIS AMENDMENT is made and entered into between <b>1735 New York Avenue, LLC</b> whose address is: <div style="text-align: center; margin-top: 10px;">           1735 New York Avenue, LLC            1735 New York Avenue NW            Washington, DC 20006-5292         </div>																						
hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:																						
WHEREAS, the parties hereto desire to amend the above Lease.																						
'NOW THEREFORE, these parties for the considerations hereinafter covenant and agree that the said lease is hereby amended as follows:																						
A. Issued to reflect the annual real estate tax escalation provided for in the basic lease agreement, as follows:																						
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%;">Comparison Year</td> <td style="width: 15%;">Lease Year</td> <td style="width: 15%;">2013</td> <td style="width: 40%; text-align: right;">\$684,089.10</td> </tr> <tr> <td>Base Year</td> <td>Lease Year</td> <td>2010</td> <td style="text-align: right;">\$557,315.79</td> </tr> <tr> <td>Increase or Decrease</td> <td></td> <td></td> <td style="text-align: right;">\$126,773.31</td> </tr> <tr> <td>Government Share</td> <td></td> <td></td> <td style="text-align: right;">41.42%</td> </tr> <tr> <td>Amount Due for Current Year</td> <td></td> <td></td> <td style="text-align: right;">\$52,509.50</td> </tr> </table>	Comparison Year	Lease Year	2013	\$684,089.10	Base Year	Lease Year	2010	\$557,315.79	Increase or Decrease			\$126,773.31	Government Share			41.42%	Amount Due for Current Year			\$52,509.50		
Comparison Year	Lease Year	2013	\$684,089.10																			
Base Year	Lease Year	2010	\$557,315.79																			
Increase or Decrease			\$126,773.31																			
Government Share			41.42%																			
Amount Due for Current Year			\$52,509.50																			
B. Therefore the Lessor is entitled to a one-time lump sum payment in the amount of <b>\$52,509.50</b> .																						
This Lease Amendment contains one page.																						
All other terms and conditions of the lease shall remain in force and effect.																						
IN WITNESS WHEREOF, the parties subscribed their names as of the above date.																						
<b>FOR THE LESSOR:</b>  Signature: _____ Name: _____ Title: _____ Entity Name: _____ Date: _____	<b>FOR THE GOVERNMENT:</b>  Signature: _____ Name: _____ Title: <b>Lease Contracting Officer</b> <b>GSA, Public Buildings Service</b> Date: <u>Dec 2, 2014</u>																					
<b>WITNESSED FOR THE LESSOR BY:</b>  Signature: _____ Name: _____ Title: _____ Date: _____																						

GENERAL SERVICES ADMINISTRATION  
PUBLIC BUILDINGS SERVICE  
LEASE AMENDMENT

LEASE AMENDMENT NUMBER	13
TO LEASE NO.	GS-11P-LDC02161
PDN	NA

ADDRESS OF PREMISES  
1735 New York Avenue NW  
1735 New York Avenue NW  
Washington, DC 20006-5209

THIS AMENDMENT, made and entered into this date by and between 1735 New York Avenue LLC

whose address is: 1735 New York Avenue LLC  
c/o American Institute of Architects  
1735 New York Avenue NW  
Washington, DC 20006-5292

Hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease.

NOW THEREFORE, these parties for good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, covenant, and agree that the said Lease is amended as follows:

Step Rent increase pursuant to	SF2- Paragraph 3
The parking rent shall escalate five percent (5%) annually beginning on 06/14/2011, and continuing on each lease year thereafter.	
Lease Year FY14 Parking Base Rent	\$ 300,064.54
Lease Year FY15 Escalation @ 5%	\$ 15,003.23
New Parking Base Rent	\$ 315,067.77

As a result, effective June 14, 2015, the annual rent shall increase by \$15,003.23  
The new annual rent is \$2,599,188.61, payable at the monthly rate of \$216,599.05  
in arrears.

This Lease Amendment consist of one page.

All other terms and conditions of the lease remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

FOR THE LESSOR:

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Entity Name: \_\_\_\_\_

Date: \_\_\_\_\_

WITNESSED FOR THE LESSOR BY:

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

FOR THE GOVERNMENT:

Signature: (b) (6)

Name: Roger Perreault

Title: Lease Contracting Officer

GSA, Public Buildings Service

Date: July 9, 2015

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT ADDRESS OF PREMISES American Institute of Architects 1735 New York Avenue NW Washington, DC 20006-5209	LEASE AMENDMENT NUMBER	14
	TO LEASE NUMBER	GS-11P-LDC02161
	PDN Number:	N/A

THIS AMENDMENT is made and entered into between 1735 NY Avenue LLC

whose address is: c/o American Institute of Architects  
1735 New York Avenue NW  
Washington, DC 20006-5292

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government;  
**WHEREAS**, the parties hereto desire to amend the above Lease.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant, and agree that the said Lease is amended as follows:

A. Issued to reflect a CPI adjustment, as follows:

<b>CURRENT INFORMATION</b>			
ANNUAL RENT			\$2,599,188.61
OPERATING COST			\$693,363.78
Base (CPI-W-U.S. City Avg)	May	2014	234.216
Corresponding Index	May	2015	232.908
Base Operating Cost Per Lease			
% Increase in CPI-W			(b) (4)
Annual adjustment in Operating Cost Due Lessor			

<b>NEW INFORMATION</b>			
ANNUAL RENT			\$2,595,316.46
MONTHLY RENT			\$216,276.37
OPERATING COST			(b) (4)

B. The annual rent shall decrease by	(b) (4)
Effective	June 14, 2015
New Annual Rent	\$2,595,316.46
Monthly Rent, in arrears	\$216,276.37

This Lease Amendment contains 1 page.

All other terms and conditions of the lease shall remain in force and effect.  
IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE LESSOR:

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Entity Name: \_\_\_\_\_  
Date: \_\_\_\_\_

FOR THE GOVERNMENT:

Signature: (b) (6)  
Name: \_\_\_\_\_  
Title: Lease Contracting Officer  
GSA, Public Buildings Service  
Date: AUG 5, 2015

WITNESSED FOR THE LESSOR BY:

Signature \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

GENERAL SERVICES ADMINISTRATION  
PUBLIC BUILDINGS SERVICE  
LEASE AMENDMENT

LEASE AMENDMENT NUMBER  
TO LEASE NO.  
PDN

15  
GS-11P-LDC02181  
NA

ADDRESS OF PREMISES  
1735 New York Avenue NW  
1735 New York Avenue NW  
Washington, DC 20006-5209

THIS AMENDMENT, made and entered into this date by and between 1735 New York Avenue LLC

whose address is: 1735 New York Avenue LLC  
c/o American Institute of Architects  
1735 New York Avenue NW  
Washington, DC 20006-5292

Hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease.

NOW THEREFORE, these parties for good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, covenant, and agree that the said Lease is amended as follows:

Step Rent increase pursuant to SF2- Paragraph 3  
The parking rent shall escalate five percent (5%) annually beginning on 06/14/2011, and continuing on each lease year thereafter.  
Lease Year FY13 Parking Base Rent \$284,775.75  
Lease Year FY14 Escalation @ 0.05 \$14,238.79  
Parking Escalation Increase per LA 11 \$14,288.79  
Overpayment in Parking Rent (\$50.00)  
New Parking Base Rent \$299,014.54

Step Rent increase pursuant to SF2- Paragraph 3  
The parking rent shall escalate five percent (5%) annually beginning on 06/14/2011, and continuing on each lease year thereafter.  
Lease Year FY14 Parking Base Rent \$299,014.54  
Lease Year FY15 Escalation @ 0.05 \$14,950.73  
Parking Escalation Increase per LA 13 \$15,003.23  
Overpayment in Parking Rent (\$52.50)  
New Parking Base Rent \$313,965.27

As a result, effective August 1, 2015, the annual rent shall decrease by (\$102.50)  
The Government is due a one time withhold of (\$63.39) to account for overpayment from 6/14/14-7/31/15.  
The new annual rent is \$2,595,213.96, payable at the monthly rate of \$216,267.83  
in arrears.

This Lease Amendment consist of one page.

All other terms and conditions of the lease remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

FOR THE LESSOR:

FOR THE GOVERNMENT:

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Entity Name: \_\_\_\_\_  
Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Lease Contracting Officer  
GSA, Public Buildings Service  
Date: Sept 16, 2015

WITNESSED FOR THE LESSOR BY:

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT NO. 16
LEASE AMENDMENT	TO LEASE NO. GS-11B-02161
ADDRESS OF PREMISES: 1735 New York Ave, NW Washington, DC 20006-5209	PDN NUMBER: Not Applicable

THIS AMENDMENT is made and entered into between 1735 New York Avenue LLC

whose address is 1735 New York Avenue LLC  
c/o American Institute of Architects  
1735 New York Avenue NW  
Washington, DC 20006-5209

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:  
WHEREAS, the parties hereto desire to amend the above Lease.

Use of the GSA Form 276, Supplemental Lease Agreement, has been discontinued. All references in the lease to "GSA Form 276" or "Supplemental Lease Agreement" shall be hereby construed to mean "Lease Amendment" (or "LA").

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective upon execution by the Government as follows:

This Lease Amendment (LA) is issued to amend Lease GS-11B-02161 to allow the Government to install equipment and associated cabling in the building located at 1735 New York Avenue, NW, Washington, DC

The Lessor grants the Government the right to install equipment and associated cabling per the attached Scope of Work.

The annual rent shall increase by \$102,000.00 per year (\$8,500.00 per month) for the space provided for the installation of equipment and associated cabling as outlined in the Scope of Work. The lease term and payment of rent applicable to the equipment installation shall commence upon the completion of equipment installation and associated cabling.

The Government will not restore the premises upon expiration of the lease.

This document will not constitute a payment until the date of execution by the Government. As a result, no payment whatsoever are due under this agreement until (30) days after the date of the execution. Any amount due thereunder will not accrue interest until that time.

This Lease Amendment contains 2 pages.

All other terms and conditions of the lease shall remain in force and effect.  
IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE LESSOR:

Signature: (b) (6)  
Name: ABRAHAM W. GORMAN  
Title: CHIEF OF STAFF  
Entity Name: AIA  
Date: 9/30/15

FOR THE GOVERNMENT:

Signature: (b) (6)  
Name: Roger Bernick  
Title: Lease Contracting Officer  
GSA, Public Buildings Service  
Date: Feb 3, 2016

WITNESSED FOR THE LESSOR BY:

Signature: (b) (6)  
Name: JACK W. EVANS  
Title: FACILITIES DIRECTOR  
Date: 9/30/15

<b>GENERAL SERVICES ADMINISTRATION</b> <b>PUBLIC BUILDINGS SERVICE</b> <b>LEASE AMENDMENT</b>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2"><b>LEASE AMENDMENT NUMBER</b></td> <td style="text-align: center;"><b>19</b></td> </tr> <tr> <td style="width: 30%;"><b>TO LEASE NUMBER</b></td> <td colspan="2" style="text-align: center;"><b>GS-11P-LDC02161</b></td> </tr> <tr> <td><b>PDN NUMBER</b></td> <td colspan="2" style="text-align: center;"><b>NA</b></td> </tr> </table>	<b>LEASE AMENDMENT NUMBER</b>		<b>19</b>	<b>TO LEASE NUMBER</b>	<b>GS-11P-LDC02161</b>		<b>PDN NUMBER</b>	<b>NA</b>	
<b>LEASE AMENDMENT NUMBER</b>		<b>19</b>								
<b>TO LEASE NUMBER</b>	<b>GS-11P-LDC02161</b>									
<b>PDN NUMBER</b>	<b>NA</b>									

**ADDRESS OF PREMISES**  
 American Institute of Architects  
 1735 New York Avenue NW  
 Washington, DC 20006-5209

THIS AMENDMENT is made and entered into between **1735 New York Avenue, LLC**  
 whose address is:

1735 New York Avenue, LLC  
 1735 New York Avenue NW  
 Washington, DC 20006-5292

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease.

NOW THEREFORE, these parties for the considerations hereinafter covenant and agree that the said lease is hereby amended as follows:

A. Issued to reflect a tax adjustment provided for in the basic lease agreement, as follows:

Comparison Year	Lease Year	2014	\$769,299 17
Base Year	Lease Year	2010	\$473,480 89
Increase or Decrease			\$295,818 28
Government Share			41.42%
Amount Due for Current Year			\$122,527 93

B. Therefore the Lessor is entitled to a one-time lump sum payment in the amount of **\$122,527.93**.

This Lease Amendment contains one page.

All other terms and conditions of the lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

**FOR THE LESSOR:**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Entity Name: \_\_\_\_\_

Date: \_\_\_\_\_

**FOR THE GOVERNMENT:**

Signature: \_\_\_\_\_

Name: **(b) (6)**

Title: **Lease Contracting Officer**  
**GSA, Public Buildings Service**

Date: **March 22, 2014**

**WITNESSED FOR THE LESSOR BY:**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

<b>GENERAL SERVICES ADMINISTRATION</b> <b>PUBLIC BUILDINGS SERVICE</b> <b>LEASE AMENDMENT</b>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;"><b>LEASE AMENDMENT NUMBER</b></td> <td style="width: 50%; text-align: center;"><b>21</b></td> </tr> <tr> <td><b>TO LEASE NUMBER</b></td> <td style="text-align: center;"><b>GS-11P-LDC02161</b></td> </tr> <tr> <td><b>PDN NUMBER</b></td> <td style="text-align: center;"><b>NA</b></td> </tr> </table>	<b>LEASE AMENDMENT NUMBER</b>	<b>21</b>	<b>TO LEASE NUMBER</b>	<b>GS-11P-LDC02161</b>	<b>PDN NUMBER</b>	<b>NA</b>
<b>LEASE AMENDMENT NUMBER</b>	<b>21</b>						
<b>TO LEASE NUMBER</b>	<b>GS-11P-LDC02161</b>						
<b>PDN NUMBER</b>	<b>NA</b>						

**ADDRESS OF PREMISES**  
 American Institute of Architects  
 1735 New York Avenue NW  
 Washington, DC 20006-5209

THIS AMENDMENT is made and entered into between **1735 New York Avenue, LLC**  
 whose address is:

1735 New York Avenue, LLC  
 1735 New York Avenue NW  
 Washington, DC 20006-5292

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government

WHEREAS, the parties hereto desire to amend the above Lease

NOW THEREFORE, these parties for the considerations hereinafter covenant and agree that the said lease is hereby amended as follows:

A. Issued to reflect a tax appeal adjustment provided for in the basic lease agreement, as follows:

Original Assessment TY2011	\$ 27,041,550.00
Assessment after Reduction	\$ 24,000,000.00
Reduction in Assessment	\$ 3,041,550.00
Tax Savings @ 1.85/100	\$ 56,268.68
Hamilton and Hamilton, LLP Appeal Fee @15%	\$ 8,440.30
Marvin F. Poer and Company Appeal Fee @ 25%	\$ 14,067.17
Total Appeal Fees	\$ 22,507.47
Government Share	41.42%
Total Appeal Fees Due to the Government	\$ 9,322.59

B. Therefore the Lessor is entitled to a one-time lump sum payment in the amount of **\$ 9,322.59**.

This Lease Amendment contains one page.

All other terms and conditions of the lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

**FOR THE LESSOR:**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Entity Name: \_\_\_\_\_

Date: \_\_\_\_\_

**WITNESSED FOR THE LESSOR BY:**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**FOR THE GOVERNMENT:**

Signature: (b) (6)

Name: Theresa Singleton

Title: Lease Contracting Officer  
GSA, Public Buildings Service

Date: 7/5/16



<b>GENERAL SERVICES ADMINISTRATION</b> <b>PUBLIC BUILDINGS SERVICE</b> <b>LEASE AMENDMENT</b>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2"><b>LEASE AMENDMENT NUMBER</b></td> <td style="text-align: center;"><b>22</b></td> </tr> <tr> <td><b>TO LEASE NUMBER</b></td> <td colspan="2" style="text-align: center;"><b>GS-11P-LDC02161</b></td> </tr> <tr> <td><b>PON NUMBER</b></td> <td colspan="2" style="text-align: center;"><b>NA</b></td> </tr> </table>	<b>LEASE AMENDMENT NUMBER</b>		<b>22</b>	<b>TO LEASE NUMBER</b>	<b>GS-11P-LDC02161</b>		<b>PON NUMBER</b>	<b>NA</b>	
<b>LEASE AMENDMENT NUMBER</b>		<b>22</b>								
<b>TO LEASE NUMBER</b>	<b>GS-11P-LDC02161</b>									
<b>PON NUMBER</b>	<b>NA</b>									
<b>ADDRESS OF PREMISES</b> American Institute of Architects 1735 New York Avenue NW Washington, DC 20006-5209										
THIS AMENDMENT is made and entered into between <span style="float: right;">1735 New York Avenue, LLC</span> whose address is:										
1735 New York Avenue, LLC 1735 New York Avenue NW Washington, DC 20006-5292										
hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:										
WHEREAS, the parties hereto desire to amend the above Lease										
NOW THEREFORE, these parties for the considerations hereinafter covenant and agree that the said lease is hereby amended as follows:										
A. Issued to reflect revised FY11-FY13 RET as a result of 2011 successful tax appeal, provided for in the basic lease agreement, as follows:										
Comparison Year Base Year Increase or Decrease Government Share Amount Due for Current Year Paid per LA 6 Payment Due to the Lessor	Lease Year Lease Year      	2011 2010      								
		\$501,579.18 \$473,480.89 \$28,098.29 41.42% \$11,638.31 (\$4,620.91) \$16,259.22								
Comparison Year Base Year Increase or Decrease Government Share Amount Due for Current Year Paid per LA 9 Payment Due to the Lessor	Lease Year Lease Year      	2012 2010      								
		\$634,505.69 \$473,480.89 \$161,024.81 41.42% \$66,696.47 \$36,789.07 \$29,907.40								
Comparison Year Base Year Increase or Decrease Government Share Amount Due for Current Year Paid per LA 12 Payment Due to the Lessor	Lease Year Lease Year      	2013 2010      								
		\$895,186.27 \$473,480.89 \$221,705.39 41.42% \$91,830.37 \$52,509.50 \$39,320.87								
B. Therefore the Lessor is entitled to a one-time lump sum payment in the amount of <span style="float: right;"><b>\$85,487.50</b></span>										
This Lease Amendment contains one page										
All other terms and conditions of the lease shall remain in force and effect.										
IN WITNESS WHEREOF, the parties subscribed their names as of the above date										
<b>FOR THE LESSOR:</b>  Signature: _____ Name: _____ Title: _____ Entity Name: _____ Date: _____	<b>FOR THE GOVERNMENT:</b> <div style="text-align: center; margin-bottom: 5px;"> <span style="background-color: black; color: red; font-weight: bold; padding: 2px;">(b) (6)</span> </div> Signature: _____ Name: <u>Theresa Sinyalton</u> Title: <u>Lease Contracting Officer</u> Date: <u>7/5/16</u> <u>GSA, Public Buildings Service</u>									
<b>WITNESSED FOR THE LESSOR BY:</b> Signature: _____ Name: _____ Title: _____ Date: _____										

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT NO. 17
LEASE AMENDMENT	TO LEASE NO. GS-11B-02161
ADDRESS OF PREMISES: 1735 New York Ave, NW Washington, DC 20006-5209	PDN NUMBER: Not Applicable

THIS AMENDMENT is made and entered into between 1735 New York Avenue LLC

whose address is 1735 New York Avenue LLC  
c/o American Institute of Architects  
1735 New York Avenue NW  
Washington, DC 20006-5209

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government;  
WHEREAS, the parties hereto desire to amend the above Lease.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective upon execution by the Government as follows:

This Lease Amendment (LA) is issued to reflect the rent commencement for the space provided for the equipment and associated cabling installed at 1735 New York Avenue, NW, Washington, DC per Lease Amendment 16. The increase in rent shall be effective October 5, 2015.

The annual rent shall increase by \$102,000.00 per year from \$2,595,213.96 to \$2,697,213.96, payable at the rate of \$224,767.83 per month in arrears. The operating cost shall remain at \$689,491.63 (per Lease Amendment 14).

This document will not constitute a payment until the date of execution by the Government. As a result, no payment whatsoever are due under this agreement until (30) days after the date of the execution. Any amount due thereunder will not accrue interest until that time.

This Lease Amendment contains 1 pages.

All other terms and conditions of the lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE LESSOR:

FOR THE GOVERNMENT:

Signature: (b) (6)  
Name: ABIGAIL GORMAN  
Title: CHIEF OF STAFF  
Entity Name: AMERICAN INST. OF ARCHITECTS  
Date: February 18, 2016

Signature: (b) (6)  
Name: Karen Pordick  
Title: Lease Contracting Officer  
GSA, Public Buildings Service  
Date: March 22, 2016

WITNESSED FOR THE LESSOR BY:

Signature: (b) (6)  
Name: LISA GREEN  
Title: VP OF FINANCE/ADM  
Date: 2/18/16

<b>GENERAL SERVICES ADMINISTRATION</b> <b>PUBLIC BUILDINGS SERVICE</b> <b>LEASE AMENDMENT</b>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;"><b>LEASE AMENDMENT NUMBER</b></td> <td style="width: 40%; text-align: center;"><b>23</b></td> </tr> <tr> <td><b>TO LEASE NO.</b></td> <td style="text-align: center;"><b>GS-11P-LDC02161</b></td> </tr> <tr> <td><b>PON</b></td> <td style="text-align: center;"><b>NA</b></td> </tr> </table>	<b>LEASE AMENDMENT NUMBER</b>	<b>23</b>	<b>TO LEASE NO.</b>	<b>GS-11P-LDC02161</b>	<b>PON</b>	<b>NA</b>
<b>LEASE AMENDMENT NUMBER</b>	<b>23</b>						
<b>TO LEASE NO.</b>	<b>GS-11P-LDC02161</b>						
<b>PON</b>	<b>NA</b>						

**ADDRESS OF PREMISES**  
 1735 New York Avenue NW  
 1735 New York Avenue NW  
 Washington, DC 20006-8209

THIS AMENDMENT, made and entered into this date by and between **1735 New York Avenue LLC**

whose address is: **1735 New York Avenue LLC**  
**c/o American Institute of Architects**  
**1735 New York Avenue NW**  
**Washington, DC 20006-5292**

Hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government.

WHEREAS, the parties hereto desire to amend the above Lease.

NOW THEREFORE, these parties for good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, covenant, and agree that the said Lease is amended as follows:

Step Rent Increase pursuant to	SF2- Paragraph 3
The parking rent shall escalate five percent (5%) annually beginning on 06/14/2011, and continuing on each lease year thereafter.	
Lease Year FY15 Parking Base Rent	\$313,965.27
Lease Year FY16 Escalation @ 0.05	\$15,898.26
New Parking Base Rent	\$329,863.53

As a result, effective	June 14, 2016 , the annual rent shall increase by	\$15,898.26
The new annual rent is	\$2,712,912.22 , payable at the monthly rate of	\$226,076.02
in arrears.		

This Lease Amendment consist of one page.

All other terms and conditions of the lease remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the above date

**FOR THE LESSOR:**

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Entity Name \_\_\_\_\_

Date \_\_\_\_\_

**WITNESSED FOR THE LESSOR BY:**

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**FOR THE GOVERNMENT:**

Signature **(b) (6)**

Name **Theresa Singleton**

Title **Lease Contracting Officer**

**GSA, Public Buildings Service**

Date **7/9/16**

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT NUMBER	24
ADDRESS OF PREMISES	TO LEASE NUMBER	GS-11P-LDC02161
American Institute of Architects 1735 New York Avenue NW Washington, DC 20006-5209	PDN Number:	N/A

THIS AMENDMENT is made and entered into between 1735 NY Avenue LLC

whose address is: c/o American Institute of Architects  
1735 New York Avenue NW  
Washington, DC 20006-5292

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:  
WHEREAS, the parties hereto desire to amend the above Lease.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant, and agree that the said Lease is amended as follows:

A. Issued to reflect a CPI adjustment, as follows:

**CURRENT INFORMATION**

ANNUAL RENT	\$2,712,912.22
OPERATING COST	\$689,491.63

Base (CPI-W-U.S. City Avg)	May	2015	232.908
Corresponding Index	May	2016	234.444

Base Operating Cost Per Lease

% Increase in CPI-W

Annual adjustment in Operating Cost Due Lessor

(b) (4)

**NEW INFORMATION**

ANNUAL RENT	\$2,717,459.33
-------------	----------------

MONTHLY RENT	\$226,454.94
--------------	--------------

OPERATING COST	(b) (4)
----------------	---------

B. The annual rent shall increase by	\$4,547.11
Effective	June 14, 2016
New Annual Rent	\$2,717,459.33
Monthly Rent, in arrears	\$226,454.94

This Lease Amendment contains 1 page.

All other terms and conditions of the lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

**FOR THE LESSOR:**

Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Title: \_\_\_\_\_  
Entity Name: \_\_\_\_\_  
Date: \_\_\_\_\_

**FOR THE GOVERNMENT:**

Signature (b) (6)  
Name Theresa Siofka  
Title Lease Contracting Officer  
GSA Public Buildings Service  
Date 7/14/16

**WITNESSED FOR THE LESSOR BY:**

Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE  LESSOR'S ANNUAL COST STATEMENT IMPORTANT - Read attached "Instructions"	1. SOLICITATION FOR OFFERS 07-014	2. STATEMENT DATE 01/08/2009
	3. RENTABLE AREA (SQ. FT.) 3A. ENTIRE BUILDING 120000	3B. LEASED BY GOVT
4. BUILDING NAME AND ADDRESS (No, street, city, state, and zip code) American Institute of Architects 1735 New York Ave NW, Washington, DC, 20006 - null		

(b) (4)

INITIALS:

LESSOR

*[Signature]*  
GOVERNMENT

INSTRUCTIONS  
FOR

**LESSOR'S ANNUAL COST STATEMENT  
GSA FORM 1217**

In acquiring space by lease, it is the established policy of GSA to enter into leases only at rental charges which are consistent with prevailing scales in the community for comparable facilities.

**ITEM NUMBER**

1. Enter the Government lease or Solicitation for Offers number, if available.
2. Enter the date that your statement was prepared and signed.
3. A. Enter in this block a computation of the rentable area (multiple tenancy basis) for the entire building. The rentable area shall be computed by measurement to the inside finish of permanent outer building walls to the inside finish of corridor walls (actual or proposed) or to other permanent partitions, or both. Rentable space is the area for which a tenant is charged rent. It is determined by the building owner and may vary by city or by building within the same city. The rentable space may include a share of building support/common areas such as elevator lobbies, building corridors, and floor service areas. Floor service areas typically include restrooms, janitor rooms, telephone closets, electrical closets, and mechanical rooms. The rentable space generally does not include vertical building penetrations and their enclosing walls, such as stairs, elevator shafts, and vertical ducts.
- B. Enter in this block a computation of the rentable area to be rented to the Government. For this area, follow the procedure as outlined above, except that measurements are to be made only to the center of the partitions which separate the area to be rented by the Government from adjoining rented or rentable areas.
4. Identify the property by name and address.

**SECTION I  
ESTIMATED ANNUAL COST  
OF SERVICES AND UTILITIES**

5. - 26. The services and utilities listed in this section are required in most of our rented space whether furnished by the Government or the Lessor.

Carefully review the Solicitation for Offers and/or the proposed lease to identify those services and utilities to be furnished by you as part of the rental consideration. Then enter your best cost estimate, or the actual cost from the previous year, for each of these services and utilities in column (a) for the entire building and in column (b) for the area to be rented to the Government. If any service or utility furnished for the space rented

by the Government is not furnished throughout the building, or the cost of a service or utility furnished to the Government space exceeds the cost of the same service or utility furnished to other rented space, explain on a separate sheet. For convenience, each major category has been divided into separate items such as salaries and supplies so that they may be entered when applicable. However, in the event that your records are not maintained for each item contained in Section I, 5 through 26, the total for a major category (A through F) may be entered under the category heading in columns (a) and (b) in lieu of the specific items. System maintenance and repairs includes the annual cost of such items as oiling, inspecting, cleaning, regulating, and routine replacement costs.

**SECTION II  
ESTIMATED ANNUAL COST OF OWNERSHIP EXCLUSIVE OF  
CAPITAL CHARGES**

Items 28 through 32 will be useful in the Government's determination of the fair market value of the space to be rented and shall be completed irrespective of whether Section I is applicable, as follows:

28. Include all applicable real estate taxes imposed upon the property.
29. Enter the annual cost of fire, liability, and other insurance carried on the real estate.
30. Enter the annual cost of wages, materials, and outside services used in repairs and maintenance of the building itself and all similar repairs and maintenance costs not included in Section I above (Heating, Electrical, Plumbing, Air Conditioning, and Elevators). This includes major repairs and changes in the nature of a permanent improvement such as annual cost to replace relatively short-lived items such as boilers, compressors, elevators, and roof coverings.
31. Enter any lease commission which you may be responsible for due to the Government leasing action.
32. Include administrative expenses such as agency fees, legal fees, auditing, and advertising. Do not include financial charges such as income or corporate taxes or organization expense.
- 34./35. Complete Lessor certification.

INITIALS:

LESSOR

&

GOVERNMENT